

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, AUGUST 23, 2022
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH GREENSCAPE USA, INC., AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT VECCHIO.
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE OF 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL "SUPERLINER", AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT VECCHIO.
3. AN ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT FOR THE NECESSARY CONSTRUCTION OBSERVATION SERVICES FOR 16644 SNOW ROAD DEMOLITION PROGRAM, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.- PER COUNCIL PRESIDENT VECCHIO.

IV. FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CIY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt - PER COUNCIL PRESIDENT VECCHIO. Moved by motion from the February 8, 2022 Caucus Meeting.
2. AN ORDINANCE AMENDING BROOK PARK CODIFIED ORDINANCE 2786-1967, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt .

V. PLANNING COMMITTEE - CHAIRMAN, TROYER:

2. REQUEST APPROVAL OF THE PROPOSED LOT SPLIT FOR 18300 SNOW ROAD PPN: 342-18-004 TO CREATE NEW PARCEL "A" AND PARCEL "B" LOCATED IN U5-A ZONE. Introduced by Councilman Troyer and Council as a Whole.

VI. SAFETY COMMITTEE - CHAIRMAN, ROBERTS:

1. A RESOLUTION OPPOSING OHIO'S NEW CONCEALED CARRY HANDGUN LAW, AND DECLARING AN EMERGENCY. Introduced by Councilman Mencini.
2. AN ORDINANCE AMENDING SECTION 331.45(d) OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'TEXTING WHILE DRIVING PROHIBITED,' AND DECLARING AN EMERGENCY. Introduced by Councilman Roberts.

VII. SERVICE COMMITTEE - CHAIRMAN, POINDEXTER:

1. AN ORDINANCE AUTHORIZING THE CONSULTING ENGINEER TO COMPLETE THE FINAL DESIGN AND PREPARE CONSTRUCTION DOCUMENTS FOR THE WEDO PARK RETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF BROOK PARK, FOR THE WEDO PARK RETENTION BASIN, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

VIII. ADJOURNMENT

Posted: 8/19/22

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH GREENSCAPE USA, INC., AND DECLARING AN
EMERGENCY

WHEREAS, the City of Brook Park (the City) is the owner of PPN #342-15-020, a vacant lot next to our Service Garage, and,

WHEREAS, the City agrees to lease the aforesaid premises, further described and depicted in Exhibit "A", attached hereto and incorporated herein, to Greenscape USA, Inc.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into the lease which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a Lease Agreement with Greenscape USA, Inc.; therefore provided this ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW



LEASE AGREEMENT

State of Ohio
County of Cuyahoga

THIS LEASE AGREEMENT is made and entered into this 14th day of July 2022 by and between the Lessor and Lessee hereinafter named.

The following Definitions and Basic Provisions shall be construed in conjunction with and limited by the references thereto in other provisions of this Lease:

- (a) "Lessor": City of Brook Park OH
- (b) "Lessee": Greenscape USA, Inc., an Ohio Corporation, Ohio Secretary of State entity # 1988544. RE/CAO
- (c) "Premises": P.P.#341-15-020 and as further described below and incorporated herein by reference. Legal description attached.
- (d) "Lease Term": Sixty (60) calendar months commencing 8:00 a.m. on the date of the final signature endorsement herein, subject, as noted below, to approval of the accompanying Ordinance by the City of Brook Park City Council, noted as July 14, 2022 (the "Commencement Date") and ending July 13, 2032 (the "Termination Date"). Lessee retains the option to secure a subsequent five (5) year lease, at terms to be negotiated by the parties. Notice of Intent to secure this option shall be presented to Lessor, in writing, no less than six (6) months prior to the end of the initial lease period.
- (e) "Base Monthly Rent": the sum of ONE THOUSAND DOLLARS (\$1,000.00) due and payable on or before the first day of each calendar month at the Office of the Commissioner of the Building Department of the City of Brook Park OH during the Lease Term without prior demand, subject to adjustment as hereinafter provided. By mutual agreement of the parties, the tenancy shall be rent-free to allow the Lessee to expend the necessary funds for the physical alterations of the Leasehold through March 31, 2023.
- (f) "Prepaid Rental": NONE.
- (g) "Security Deposit": NONE
- (h) "Permitted Use": See below.

Termination Right. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to terminate this Lease effective upon the sixtieth (60th) month after the Commencement Date, provided: (a) Tenant shall have provided Landlord with written notice of such termination at least one hundred eight (180) days prior to the date of termination. Upon such termination by Tenant, Tenant shall be released from any and all obligations and liability under the Lease occurring after such termination date. If Tenant fails to exercise its right to terminate this Lease pursuant to this Termination Right Article, Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this Termination Right Article.

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Granting Clause. In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, covenants and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Premises to have and to hold for the Lease Term specified upon the terms, covenants, and conditions set forth in this Lease. This Lease is conditioned upon faithful performance by Lessee of the following agreements, covenants, rules and regulations, herein set out and agreed to by Lessee.

Lessee shall be solely responsible for all utility expenses incurred in the operation of the business enterprise noted herein.

Payments.

- (a) Lessee shall pay to Lessor all rents and sums required to be paid under this Lease without demand at the times and in the manner provided. The obligation of Lessee to pay rent is an independent covenant, and no act or circumstance, whether constituting breach of any covenant by Lessor or not, shall release Lessee of this obligation.
 - (b) Lessee shall pay to Lessor as rent all charges for any miscellaneous services, goods, or materials furnished by Lessor at Lessee's request which are not required to be furnished by Lessor under this Lease.
 - (c) In the event that payment of any amount required to be paid pursuant to this Lease is not made within seven (7) calendar days of when due, a service fee of two percent (2%) of the delinquent amount will be due and payable immediately to Lessor as additional rent.
 - (d) All rent payments shall be paid to the order of The City of Brook Park OH.
1. **Transfer of Lessor's Rights.** Lessor shall have the right to transfer and assign, in whole or in part, all and every feature of its interests, rights, and obligations hereunder and in the the real estate associated therewith. Such transfers or assignments, howsoever made, are to be fully respected and recognized by Lessee. Any such transfer shall operate to release Lessor from liability under this Lease from and after the effective date thereof, except as it may relate to the period prior to such effective date. This Lease shall inure to the benefit of the Lessor and its successors and assigns; and with the written consent of Lessor first had, to the benefit of the heirs, executors and/or administrators, successors and assigns of Lessee.
 2. **Possession.** By taking possession thereof, Lessee accepts the Premises as is and suitable for the purposes for which the same are leased. Lessee by said act waives any and all defects therein.

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3. Indemnity, Liability and Loss or Damage. Lessor shall not be liable to Lessee or Lessee's agents, employees, guests, invitees, or to any person claiming by, through or under Lessee for any injury to person, loss or damage to property, or for loss or damage to business, occasioned by or through the acts or omissions of Lessor or any other person, or by any other cause whatsoever except for Lessor's gross negligence or willful misconduct. To the extent Lessor is not prevented by law from contracting against such liability, Lessee shall indemnify Lessor, its principals, agents, beneficiaries, and employees and save them harmless from all suits, actions, damages, liabilities, and expenses in connection with the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Premises. If Lessor shall, without fault on its part, be made a party to any action commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and attorney's fees.

4(a). Legal Use. Lessee will not occupy or use, nor permit any portion of the Premises to be occupied or used for any purpose other than as specified in the respective portions of this Lease, nor for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any manner. Lessee will conduct its business and control its agents, employees, and invitees in such a manner so as not to create any nuisance, interfere with, annoy, or disturb other Lessees or Lessor in the management of the Premises. Lessee will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other entities asserting jurisdiction over the Premises) with reference to the use of and the occupancy of the Premises.

4(b). Permitted Use of Premises. Lessee shall have access to the above parcel for the purpose of depositing and processing concrete, salt, asphalt, yard waste, compost materials and other materials as subsequently agreed upon, in writing, by the parties. Generally, access by Lessee shall be seven (7) days a week, twenty-four (24) hours a day.

At no expense to the Lessor and as further adequate consideration herein acknowledged by the parties, Lessee agrees to accept for permanent storage the following items as delivered by Lessor directly to the Premises: Yard Waste, Compost, Asphalt, Concrete, Salt, and other materials as subsequently agreed upon, in writing, by the parties. No deliveries are authorized or permitted by residents of Brook Park or other communities.

4(c). Ingress/Egress. The parties mutually agree that at the commencement date of the within Lease term the parcel is not accessible from the public roadway commonly known as Holland Avenue. Lessee, as their sole expense, will build, construct, and maintain an Ingress/Egress Road with a minimum width of 20 feet for the sole use of Lessee during the term of the Lease but for those times when the Lessor is delivering the items noted in (4)(b).

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- 4(d). Lessee shall install a Swing Pipe Gate along the aforementioned Holland Road entrance to the Premises for the purpose of securing the Premises from trespassers, uninvited third parties, and persons not authorized to be on the Premises. Lessee shall provide Lessor with the Code for entrance to the Premises.
- 4(e). Premises Boundaries. The parties mutually agree that the Premises is bordered by a creek on the western side, by a chain link fence of other sides, and by overgrown vegetation and trees on the remaining sides. The borders shall not be modified or otherwise changed by either party to this Agreement, subject to the installation of the access road noted above. No further border construction is anticipated by the parties herein.
- 4(f). Lessee shall, prior to their initial delivery of materials as noted above, install/create a twelve (12) inch thick concrete stone surface on all the areas subject to the delivery of concrete, salt, asphalt, yard waste, compost materials and other materials as subsequently agreed upon, in writing, by the parties.
- 4(g). Lessee shall install, at their sole expense, Lighting Fixtures which provide sufficient Light during evening hours. The utility expense therein shall remain the sole responsibility of the Lessee.
- 4(h). Lessee may place a Work/Service Trailer on the premises; no permanent structures will be constructed or otherwise placed on the premises.
5. Insurance. During the term of this Lease and any extension thereof, Lessee shall, at its own cost and expense, maintain and provide Commercial General Liability insurance coverage for the benefit and protection of Lessor and Lessee, naming both as insured's in an amount not less than \$1,000,000 Combined Single Limit per occurrence with an aggregate of \$2,000,000. Lessee shall also carry "all risk" physical loss insurance coverage for the full replacement cost of all additions, improvements, and alterations to the Premises, and all items of Lessee's personal property in, on or about the Premises. All insurance provided hereunder shall be secured from responsible companies acceptable to Lessor and qualified to do business in the state where the Premises are located. Prior to the Commencement Date of the Lease Term, Lessee shall furnish Lessor with certificates evidencing such coverage and stating that such coverage may not be changed or cancelled by the insurer or Lessee without at least thirty (30) days prior written notice to Lessor.
6. Waiver of Subrogation. The parties hereby intend that the risks of loss, damage, and injury in connection with this Lease, Lessor's ownership and operation of the Premises, and Lessee's leasing and occupancy of the Premises are to be allocated as far as possible to insurance. Therefore, Lessor and Lessee each hereby waive all claims, actions, and demands against each other, and each

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hereby releases the other from all liability, to the maximum extent permitted by law for any loss, damage or injury to business, persons or property of any kind or nature, to the extent such loss, damage, or injury is compensated by insurance. The foregoing waivers shall not apply to the extent such waivers would operate to invalidate or preclude recovery under any policies of insurance or where endorsements to such insurance policies recognizing such waivers are not available at reasonable cost.

7. Alterations, Additions, Improvements. Lessee may make alterations in or additions or improvements to the Premises with Lessor's prior written consent. All such work shall: (a) be at Lessee's expense; (b) comply with all insurance requirements and with all applicable ordinances, regulations, and statutes of the jurisdictions in which the Premises are located; (c) in Lessor and Lessee's mutual judgment, be performed using new materials in a good and workmanlike manner, in accordance with sound building practices; and (d) not interfere with Lessors use of their adjacent property.
8. Liens by Lessee. Lessee shall keep the Premises and the real estate of which the Premises forms free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.
9. Repairs and Re-Entry. Lessee will, at Lessee's own cost and expense, keep the Premises in sound condition and good repair, and shall repair or replace any damage or injury done to the Premises or any part thereof by Lessee or Lessee's employees, servants, agents, or visitors. Lessee will not commit or allow any waste or damage to be committed on any portion of the Premises.
10. Signage. Lessee will not place, suffer to be placed, or maintain any sign, without first obtaining Lessor's written approval. If such approval is granted by Lessor, Lessee shall maintain such item(s) in good condition at all times.
11. Attorney's Fees. In case Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and Lessor places the enforcement of this Lease, or any part thereof, in the hands of an attorney or files suit upon the same, Lessee agrees to pay any and all of Lessor's attorney's fees, costs, and expenses associated therewith.
12. Entry for Repairs and Inspection. Lessee will permit Lessor, its respective officers, agents and representatives to enter into and upon all parts of the Premises, at all reasonable hours to inspect, clean, repair, make alterations and additions as Lessor may deem necessary, and for any other valid business reason. Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.
13. Lien for Rent. In consideration of the mutual benefits arising by virtue of this Lease, Lessee does hereby grant to Lessor an express contract lien on and a

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security interest in all property of Lessee now or hereinafter placed in or upon the Premises (except such property or merchandise as may be exchanged, replaced, or sold from time to time in the ordinary course of Lessee's operations or trade) and also upon all proceeds of any insurance which may accrue to Lessee by reason of damage or destruction of any such property. Said property is hereby subjected to a lien in favor of Lessor and shall be and remain subject to such a lien for the payment of all rents and other sums agreed to be paid by Lessee herein. Said lien shall be in addition to and cumulative of the Lessor's lien provided by law.

14. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Lease Term, it is the intention of both parties that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable there be added as a part of this Lease a clause or provision similar in terms which shall make such clause or provision legal, valid, and enforceable. The caption of each paragraph is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.
15. Entire Agreement. It is expressly agreed by Lessee, as a material consideration for the execution of this Lease, that there are and were no verbal representations, understandings, stipulations, agreements, or promises pertaining thereto not incorporated in writing herein. This Lease shall not be altered, waived, amended, extended, or otherwise except in a writing signed by both Lessor and Lessee. Any such addenda shall become a part of this Lease to the full extent as is incorporated herein.
16. Execution; Exculpation. The submission of this Lease by Lessor, its agent or representative, for examination or execution by Lessee does not constitute an option or offer to lease the Premises upon the terms and conditions contained herein or a reservation of the Premises in favor of Lessee. It is intended that this Lease shall only become effective upon execution by Lessor and delivery of a fully-executed counterpart to Lessee.

It is expressly understood and agreed by and between both parties, that each and all of the representations, warranties, covenants, undertakings, and agreements made on the part of Lessor have not been made with the intention of binding Lessor personally, but rather for the purpose only of subjecting Lessor's interest in the Building and the Premises to the terms of this Lease and for no other purpose. Such exculpation of liability shall be absolute and without exceptions whatsoever.

17. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered or addressed and mailed to the respective party to whom notice is intended to be given at the following address of such party. Notice pertaining to Lease Term, options,

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cancellations, renewals, etc., must be delivered via certified or registered mail (return receipt requested).

If to Lessee
Greenscape USA, INC
5301 Hauserman Road
Parma, Ohio 44130

If to Lessor:
City of Brook Park OH
Attn. Mayor's Office
Brook Park OH.

18. Brokers. Lessee represents and warrants to Lessor that neither it, its officers, agents, nor anyone on its behalf has dealt with any real estate broker acting as Lessee's agent in the negotiation or making of this Lease. Lessee agrees to indemnify and hold Lessor harmless from the claim or claims of any broker or brokers claiming to have interested Lessee in the Building or Premises or claiming to have caused Lessee to enter into this Lease.
19. Abandonment. If the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to: (a) provide for the storage of personal property remaining in the Premises without liability of any kind or nature for the cost of storage or the return of the personal property to Lessee, and/or (b) take title to the abandoned personal property, which title shall pass to Lessor under this Lease as a Bill of Sale, without additional payments or credit from Lessor or Lessee.
20. Holding Over. In case Lessee retains possession of the Premises after expiration or early termination of this Lease, Lessee will pay as liquidated damages two (2) times the greater of all existing rents being paid by Lessee or market rent for the Premises for the entire holdover period. No holding over by Lessee after the termination of the Lease Term, either with or without consent and acquiescence of Lessor, shall operate to extend this Lease for a longer period than one (1) day. Any holding over with Lessor's prior written consent shall constitute a lease from day to day.
21. Defaults. In the event: (a) Lessee fails to comply with any term provision, condition, or covenant of this Lease or any of the rules and regulations now or hereafter established for the government of the Building; or (b) Lessee deserts or vacates the Premises; or (c) any petition is filed by or against Lessee under any section or chapter of the national Bankruptcy Act, as amended, or under any similar law or statute of the United States or of any state thereof; or (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; or (e) Lessee makes an assignment for benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, Lessor shall have the option to do any one or more of the following without notice in addition to and not in limitation of any other remedy permitted by law or by this Lease:
- (A) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee shall fail to do so, Lessor may, without notice

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or prejudice to any other remedy Lessor may have for possession and/or for arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and its effects, by force if necessary, without being liable for prosecution or any claim for damages. Lessee agrees to indemnify Lessor for all loss, damage, and expense including any attorney's fees which Lessor may suffer by reason of such termination.

- (B) Enter upon and take possession of the Premises, by force if necessary, without being liable for prosecution or any claim for damages. Lessor may relet the Premises as the agent of the Lessee and receive the rent therefore. The failure or refusal of Lessor to relet the Premises shall not release or affect Lessee's liability for all rents or for any and all such damages involved.

22. Remedies. No act or thing done by Lessor or its agents during the term hereof shall be deemed an acceptance of a surrender of the Premises. The acceptance of rent by Lessor with knowledge of the breach of any covenant contained in this Lease and/or the failure of Lessor to enforce any of the attached rules and regulations (or ones hereafter adopted) against Lessee (or any other lessee) shall not be deemed a waiver. Any agreement to accept a surrender of the Premises or accept a waiver of said rules and regulations by Lessor shall not be valid unless made in writing and signed by Lessor. The mention in this Lease or the pursuit of any particular remedy shall not preclude Lessor from any other remedy Lessor might have, either in law or in equity.

23. The parties mutually acknowledge that the Lessor, a municipality in the State of Ohio, must present the fully endorsed Agreement to Brook Park City Council for approval by ordinance via operation of law. The terms and conditions noted herein shall be null and void if Brook Park City Council declines to approve this Lease Agreement. The Commencement dated noted above shall be the date upon which the city council approves the within Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LESSEE: Greenscape USA, Inc.

LESSOR: City of Brook Park OH

By: R. H. Ell

By: _____

Title: President

Title: _____

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ACKNOWLEDGEMENTS

AS TO LESSOR:

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify Edward Orcutt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on behalf of the City of Brook Park OH as it's Mayor, this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of July 2022.

Notary Public

My Commission Expires:

AS TO LESSEE:

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)


I, Patricia Lhamum, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert Everle, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on behalf of Greenscape USA, Inc., a For Profit Corporation in the State of

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OHIO as it's President, this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July 2022.


Notary Public

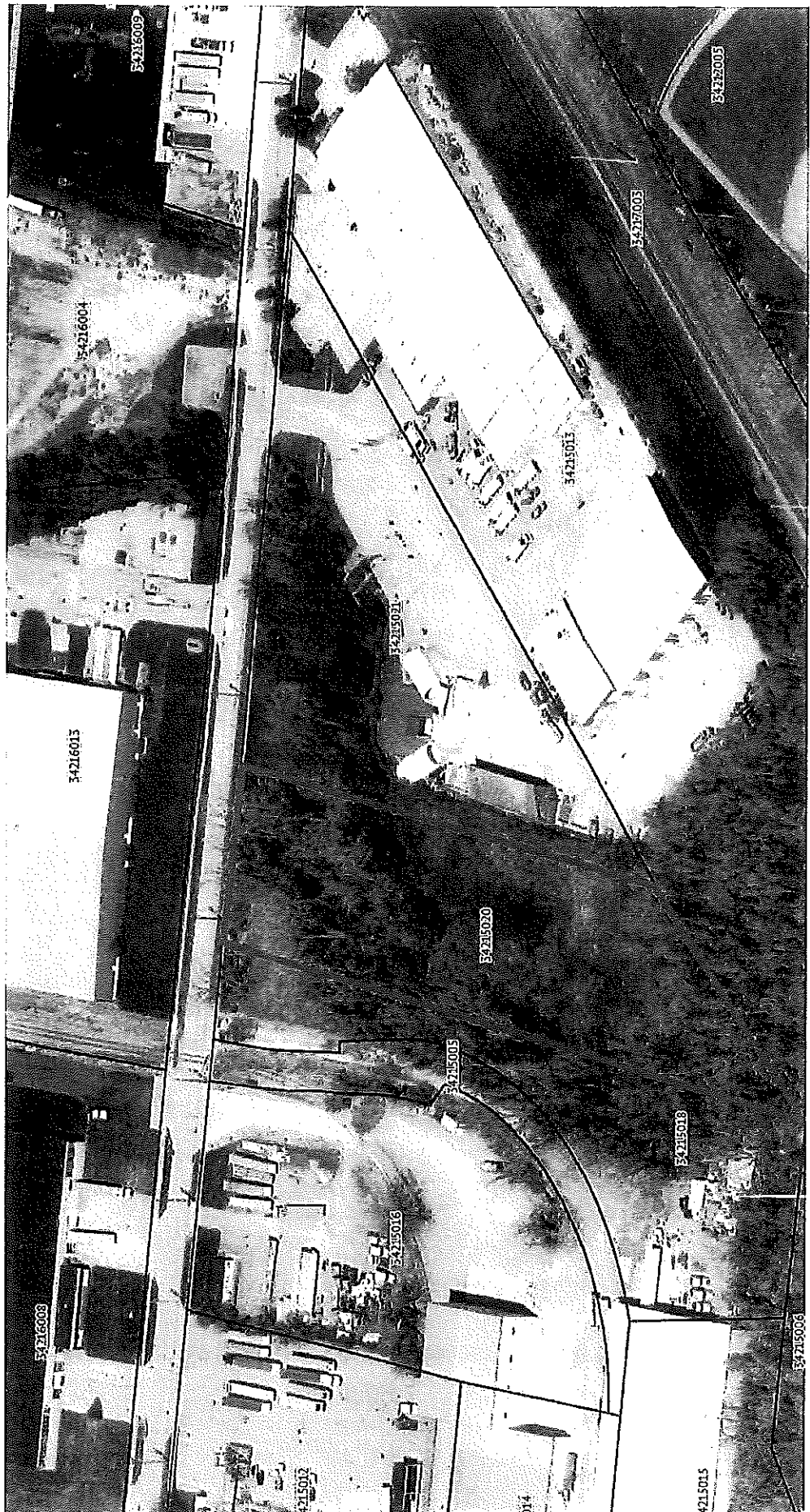
My Commission Expires:



PATRICIA L. LANUM
Notary Public, State of Ohio
Commission No. 2021-RE-835063
My Commission Expires
July 28, 2026

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CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH PFUND SUPERIOR SALES CO., INC. FOR THE PURCHASE
OF A 2024 FORD E-450 LIFE LINE TYPE III AMBULANCE, MODEL
"SUPERLINER" AND DECLARING AN EMERGENCY

WHEREAS, this ambulance shall be purchased through the State of Ohio Term Schedule Pricing, as further described in Exhibit "A"; and,

WHEREAS, Pfund Superior Sales Co., Inc. has provided a quote for this project, which is attached hereto and incorporated herein as Exhibit "B" for \$298,845.00, less trade of the 2009 Ford E-450 Road Rescue vehicle for \$5,000.00, for a total of \$293,845.00.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into an agreement with Pfund Superior Sales Co., Inc. for the purchase of a 2024 Ford E-450 Life Line Type III Ambulance, model "Superliner".

SECTION 2: The money needed for the aforesaid transaction shall not exceed \$293,845.00 and shall be paid from Capital Fund 401.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an

emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement with undue delay; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR



221 Chester Drive
Lower Burrell, PA 15068
Phone: 724-339-1600
Fax: 724-339-7509

2024 MY PROPOSAL / PURCHASE AGREEMENT

June 22, 2022

PURCHASER
City of Brook Park
6161 Engle Rd.
Brook Park, OH 44142

SELLER
Pfund Superior Sales Co., Inc.
221 Chester Dr.
Lower Burrell, PA 15068

Seller sells to Purchaser (1) 2024 Ford E-450 Life Line Type III Ambulance, Model "**Superliner**", VIN # TBD as per the proposed specifications and modifications, F.O.B. Delivered to City of Brook Park Fire Dept.. Delivery to be within 180-200 days after receipt of chassis. The ambulance module production does not commence until the chassis has arrived at Life Line Emergency Vehicles. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

Index STS 233

Schedule / Vendor # 800584

2024 NET PRICE AS PROPOSED PER
OHIO STATE TERM SCHEDULE PRICING..... \$ 298,845.00

*Includes: All Life Line Options To Match 2022 Brook Park
Stryker Power Load- Does not include Power Cot
Stryker Lucas Devise with ProCare Service Plan*

LESS TRADE- 2009 FORD E-450 ROAD RESCUE.....(5,000.00)
(6.0 Diesel)

TRADE DIFFERENCE FOB BROOK PARK, OH.....\$ 293,845.00

Net Pricing Includes All Applicable Discounts

NON-REFUNDABLE DEPOSIT (N/A): The Seller shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit.

DESIGN CHANGES BY THE MANUFACTURER: The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories or parts of the vehicle covered by this agreement either before or after delivery to Purchaser.

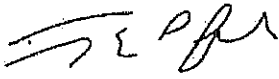
PAYMENT OF SALES AND USE TAXES: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

EXECUTION OF OTHER DOCUMENTS: The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER: The Purchaser agrees to pay the balance due on delivery pursuant to the terms specified and to accept delivery of the ordered motor vehicle. Seller will provide a final invoice (15) calendar days prior to delivery so serve as notification that the vehicle will be completed for delivery and payment. In the event Purchaser fails to take delivery of the vehicle, Purchaser's Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable.

WARRANTYS: All warranties are issued by the chassis manufacturer, the ambulance builder, and component parts suppliers and seller shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers.

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<u>PURCHASER</u>	<u>SELLER</u>
City of Brook Park 6161 Engle Rd. Brook Park, OH 44142	Pfund Superior Sales Co., Inc. 221 Chester Dr. Lower Burrell, PA 15068
BY: _____	BY:  Terry E. Pfund President
Print Name & Title _____	DATE: June 22, 2022
DATE: _____	



QUOTATION

LIFE LINE

EMERGENCY VEHICLES

City of Brookpark
Pat Johnson
6161 Engle Rd.
Brook Park, OH 44142
216-433-7204
pjohnson@cityofbrookpark.com

Pfund Superior Sales Co., Inc.
Terry Pfund
221 Chester Dr.
Lower Burrell, PA 15068
724-339-1600
724-339-7509
tpfund@pfundsupeior.com

Exp. Date: 06/28/2022
Quote No: -0004
BODY: SUPER B 171" SUPERLINER TYPE III

06/22/2022

Page 1

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	== 171" SUPERLINER TYPE III - 2.000 04/01/16 ==	1	0.00	0.00
	MASTER PARTS REVISION DATE (Start 04-06-22 to 07-12-22)	1	0.00	0.00
00-00-0500	< LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated Akzo-Nobel Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	0.00	0.00
00-00-0700	< >>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date: SFD:	1	0.00	0.00
00-00-0800	< Customer Contact Person (Required For Factory Use) Specify Name And Number: Patrick Johnson 216-433-7204	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
00-00-2400	< Sales Rep: Terry Pfund 1-724-339-1600 Pfund Superior Sales Company, Inc.	1	0.00	0.00
00-00-FL00	Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	0.00	0.00
00-00-FN00	< Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number: Q0982 City of Brookpark	1	0.00	0.00
00-00-PU00	< Specify Previous Unit Number: (FACTORY USE ONLY) 519722	1	0.00	0.00
	BODY STYLE	1	0.00	0.00
00-01-3100	< 171" x 96" SUPERLINER TYPE III BODY (WIDE AISLE) Includes wide aisle width.	1	0.00	0.00
	CHASSIS	1	0.00	0.00
10-00-0100	Chassis VIN Number: (FACTORY USE ONLY)	1	0.00	0.00
10-00-1501	< 2024 Ford E-450 SD Cutaway Van (Gas V8 Engine) With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Rubber Floor As Standard.	1	0.00	0.00
10-01-3400	< **FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1	0.00	0.00
10-01-4000	IPD/Roadmaster Front Sway Bar-E450	1	645.00	645.00
10-01-5500	IPD/Roadmaster Rear Sway Bar	1	0.00	0.00
10-01-7600	< Phoenix Stainless Steel Wheel Covers Includes Air Max Valve Extenders.	1	0.00	0.00
10-02-1100	< E-Series O.E.M. Door Mirrors Dual Powered Trailer Tow Mirrors.	1	0.00	0.00
10-02-3500	O.E.M. Radio W/Cab Speakers	1	0.00	0.00
10-02-5000	Low Voltage Throttle Manager	1	0.00	0.00
10-02-5700	< Hand Held Cab Spot Light Install 12v Outlet On Driver's Side Of The Console At Rear Corner. Ship Light Loose, Do Not Mount.	1	0.00	0.00
10-03-0000	< Large Custom Floor Console Top Flat Area 2": - (2) Air Horn Push Buttons, (1) Driver's Side, (1) Passenger's Side. - (1) Carling Switch, Spaced Between The Air Horn Buttons. To Control Cab Headliner Lights. Angled Area, 20 11/16" long: - Touch Pad. The Screen Is Centered With The (2) Switch Controls, Side By Side Below The Screen. - Siren Head Below Touch Pad, Installed Toward The Driver's Side. - Remaining Area, 6.75" For Customer Installed Equipment. Rear Flat Area, 14.5" long: - 13.5"L x 3.5"W x 7.5"D Slot For Customer Computer, Towards Passenger Side. - (2) Side By Side 4"L x 4.25"W x 7.5"D Cutouts Portable Radio Chargers - Remaining Space Below Radio Charger Cutouts To Be 9"L Map Storage With (2) Evenly Spaced Dividers On The Passenger's Side Wall Of The Console Will Be A Dual	1	600.00	600.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	USB Port At Knee Height			
	See Previous Unit 519722SD			
10-03-8500	< Dual Matched Batteries In Slide Out Compartment Standard Group 65 Batteries.	1	0.00	0.00
10-04-3500	Owner's Manual (1 Included With Unit)	1	0.00	0.00
10-05-4010	< Ignition Override Theft Protection Device For By Sound Off Signal Switch Under The Steering Column	1	225.00	225.00
10-DL-0100	< No OEM Chassis Horn To Blow Between Siren Tones Specify Custom Option:	1	0.00	0.00
10-DL-0200	< Cab Ceiling Dome Light Install (1) TecNiq Lights part # E06-MS0R1 Red/White LED 4" Light In Cab Ceiling, Mounted Centered In The Cab Headliner. Add A On/Off Rocker Switch On The Front Console. SEE OPTION 40-01-0410	1	145.00	145.00
	MODULAR BODY TYPE III	1	0.00	0.00
15-01-1600	< Federal K-Spec Package Includes (2)-5# Fire Extinguishers, Ship Loose Oxygen Wrench, Ship Loose Lock on Cab to Module Door, Lockable from Cab Side	1	175.00	175.00
15-01-5000	Standard 72" Finished Headroom	1	0.00	0.00
15-01-6500	< Bulkhead Wall Recessed Additional 3" With A Total Of 6" Recessed Area.	1	0.00	0.00
15-01-8500	Cab To Module Sliding Door	1	0.00	0.00
15-02-0000	Standard Perko Body Intake And Exhaust Vents (3-STD)	1	0.00	0.00
15-02-1600	< 1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series	1	0.00	0.00
15-02-2500	Standard Cast Fuel Fill Housing	1	0.00	0.00
15-02-3220	< Shoreline Cover Plate Painted & Mounted to Module Body (Ea) Specify Location: Above D2 To be painted black.	1	125.00	125.00
15-DL-9901	E-Series Body Lowered Front Body Skirts	1	1000.00	1000.00
	MODULE DOORS AND WINDOWS	1	0.00	0.00
20-00-0100	< 2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1	0.00	0.00
20-00-0500	< Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate	1	0.00	0.00
20-01-0000	< Full Height Side Entry Door With Gas Style Hold-Open P-3 Position The Hold-Open At 90 Degrees. 27" Wide Pass-Thru	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
20-01-1000	Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	0.00	0.00
20-01-3000	< Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.	1	125.00	125.00
20-01-3500	Rear Doors With Grabber Style Hold-Opens	1	0.00	0.00
20-01-5500	< Fixed Rear Entry Door Windows (Dark Tint) With Dark Tint Option.	1	100.00	100.00
20-01-9000	< Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: Side And Rear Doors	3	-25.00	-75.00
20-02-0000	Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1	0.00	0.00
20-02-1500	Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	0.00	0.00
20-02-1600	< Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow (3) L04026 Label RH Arrow	1	0.00	0.00
20-02-2500	Shielded Cable Activated Module/Compartment Door Latches	1	0.00	0.00
20-02-3500	Cage Nuts On All Door Panels	1	0.00	0.00
20-02-4500	Brushed Stainless Steel Lower Module Entry Door Trim Panels	1	200.00	200.00
20-02-6020	Diamond Plate Side Entry Door (Dual) Stepwell W/Sealed Seam Edges	1	150.00	150.00
	EXTERIOR COMPARTMENTS	1	0.00	0.00
25-00-0100	< SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
25-00-0200	< 2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1	0.00	0.00
25-00-0500	< Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	0.00	0.00
25-00-0600	Polished Diamond Plate Exterior Compartment Door Panels	1	0.00	0.00
25-01-0000	Magnetic Compartment Door Switches	1	0.00	0.00
25-01-1000	Polyurethane Compartment Lining-Standard Gray	1	0.00	0.00
25-01-2500	< Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard. The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	1	0.00	0.00
25-01-3224	< 31.5" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Location(s):	2	56.00	112.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	D-2 Opposite Vertical Side Of The Standard Lights P-1 STD and added lights to be on opposite sides on wall #1 as you look in from the module interior			
25-01-3225	< 54" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Location: D4 Opposite Vertical Side Of The Standard Light	1	86.00	86.00
25-01-3226	< 72" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea) Specify Locations: D1 P4 Opposite Vertical Side Of The Standard Lights	2	110.00	220.00
25-01-3300	Black Texture Coated Aluminum Exterior Compartment Vents	1	0.00	0.00
25-04-3000	< Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: P4	1	-300.00	-300.00
25-04-5100	< Move Superliner IS/OS And Side Entry Door Forward P-1 Compartment 21" Passthru X 52" H. ID	1	0.00	0.00
25-04-6000	< 3 Adjustable IS/OS Compartment PVC Shelves ILOS	1	0.00	0.00
25-04-7000	Cabinet Liner Lined Walls In The IS/OS Compartment	1	0.00	0.00
25-04-8000	< Superliner Curbside Front Battery Compartment P-2 Compartment	1	0.00	0.00
25-05-3000	< Superliner Curbside Rear Backboard Compartment P-4 Compartment 30.5" W. ID X Full Height Includes Fixed Vertical Divider And Horizontal Shelf. Install The Fixed Vertical Divider 12" From Wall #3 Ship The Horizontal Divider Loose Match 519722SD	1	300.00	300.00
25-05-3500	< Superliner Full Height Streetside Front Compartment Wide D-1 Compartment To Accommodate Stryker Stair Chair Stowed Flat Against Wall #2 And Main Oxygen Bottle Aft Of The Stair chair 37.5"W ID THIS IS TO BE A DOUBLE DOOR ILOS. Match 519722SD	1	0.00	0.00
25-05-4500	< Superliner Streetside Front Single Door Intermediate Comp D-2 Compartment The compartment is 38"H x 29.5"W Match 519722SD	1	0.00	0.00
25-05-6500	< Streetside Wheel Well Slide Out Drawer Compartment D-3 Compartment 8" H. ID X Max Width Match 519722SD	1	575.00	575.00
25-06-3500	< 3/4 Height Double Door Streetside Rear Compartment D-4 Compartment 55" H. ID X 39.5" W ID Plate Upper Half Of Wall #2 For SCBA Installation Match 519722SD	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
25-11-8010	< Smooth Aluminum Adjustable Shelf W/ Ribbed Rubber Matting (Ea) Smooth Aluminum With Standard 2" Lips. Specify Compartment: (3) In P4 Between The Vertical Divider And Wall #3 (2) In D1 - (1) On Each Side Of The Vertical Divider Above O2 On Right and Stairchair Storage On Left. (1) In D2	6	200.00	1200.00
25-12-1000	< Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: (1) In D1- 14" From Wall #3	1	100.00	100.00
25-12-1100	< Adj .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: (1) In P-4 9" From Wall #1	1	150.00	150.00
25-12-8000	< Add IS/OS Access To Exterior Compartment (Ea) Specify Compartment: P-4 50" H X 10"W IS/OS Access Door Located On The Aisle Side With A Right Hinged Aluminum Framed Poly Door	1	300.00	300.00
25-12-9000	< Black Dri-Dek On Compartment Floor (Each) Specify Compartment: D1 / D2 / D3 / D4 / P4 Note: In D-3, the Dri-Deck is on the floor of the pull out drawer, not the compartment floor.	5	60.00	300.00
	REAR STEP AND BUMPER ASSEMBLY	1	0.00	0.00
30-01-0000	< Rear Bumper With Angled Style End Caps (LOW) Includes Standard Reinforced Corner Angle Supports. Center Section And End Caps To Be At The Same Height ILOS	1	0.00	0.00
30-01-3500	Full Width Diamond Plate Rear Kick Plate	1	0.00	0.00
	IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD	1	0.00	0.00
35-01-0000	< One Piece Body Side Panels With Aluminum Lower Impact Rails Includes Lower Impact Rails Only.	1	0.00	0.00
35-01-3000	< Diamond Plate Running Boards With Grip Strut WELDED IN GRIP STRUT	1	150.00	150.00
35-01-7500	Rear Mud Flaps With Metal Stabilizers	1	0.00	0.00
35-01-9000	Stainless Steel Compartment And Entry Door Sill Plates	1	0.00	0.00
35-02-0000	< Drip Rail Over Doors Specify Compartment: D1/ D2/ D3/ D4/ P1/ P2/ P3/ P4/ R1	9	0.00	0.00
35-02-2500	< 36" High Front Stone Guards With Sealed Top Edge.	1	0.00	0.00
35-02-4500	< Rear Corner Stone Guards 36" High ILOS With Sealed Top Edge. 36" High	1	75.00	75.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	ELECTRICAL SYSTEM	1	0.00	0.00
40-00-0560	< Elite G3 Touch Pad Electrical System ILOS Includes: (1) Front Switch Panel, (1) Rear Switch Panel. (2) Carling Switches (1) Curbside Dome Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet Includes Switch Guards LL #E24072. (1) Electric Oxygen with Regulator Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (1) Front Display Screen for Volts & Hour Meter (1) Rear Display Screen For O2, Temp & Fan Speed. (3) Power Point Studs Terminated Inside The Cab Floor Console And Fused AT 20 Amps. Includes A Full-time Hot, Ignition Hot, & Ground. IATS. Streetside Dome Lights On Low With Entry Door. (On High Is Not An Option) Inverter Will Come On With Ignition, Along With Button Provided On Switch Panel.	1	-1000.00	-1000.00
40-01-0410	< Additional Carling Switch (ea) Specify Location(s): (1) ON-OFF-ON Switch On Top Flat Area Of The Cab Console, Centered Between The (2) Air Horn Buttons. The Switch Is To Control The Red/White Split Color Cab Headliner Light. See 10-DL-0100	1	195.00	195.00
40-01-0430	< Stainless Steel Guard For Carling Switch (ea) LL# E24072 Specify Location(s): (1) For Carling Switch On Cab Console (1) Door Lock Switch On Rear Entry Door (2) Carling Switches On RFS	4	12.00	48.00
40-01-2000	< Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	0.00	0.00
40-01-5000	< Super Auto Eject Shoreline - 20 Amp Specify Location: Above D2 Specify Inlet Cover Color: Black Use LL1603 Painted Mounting Plate. See 15-02-3220. **Mounting Plate to Match Black On The Module Paint***	1	284.00	284.00
40-01-6900	< **FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	0.00	0.00
40-01-7500	< Shoreline On Indicator Light (Exterior) (2) Mounted Above The Shoreline Inlet. (1) Red LED Indicating Shore Power At The Inlet (1) Green LED Indication Shore Power At The Interior 125V Outlets Whelen "OS" Series Non-Flashing Is The Std. Light	2	75.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
40-02-3500	< Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Action Area Specify Remote Inverter Display Location: Action Area Inverter To Be Located In The Electrical Cabinet.	1	1385.00	1385.00
40-03-0000	< Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit. Install Between the (2) 125v Outlets In The Action Area.	1	0.00	0.00
40-03-3500	Delete R.F.S. Cabinet Dual 2.4 amp USB Charger And 20Amp 12v Outlet	1	-110.00	-110.00
40-03-6000	Action Area 125 Volt Standard Style Hospital Grade Outlet	1	0.00	0.00
40-03-7000	< R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1.	1	0.00	0.00
40-03-8500	< Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Location: (1) Action Area. SEE DRAWINGS. (1) On Bulkhead Wall - Cab Side Near Walk Thru Mounted Low On The Driver's Side. (1) Inside The Floor Console	3	60.00	180.00
40-03-8610	< Add Dual USB Charging Port Specify Location: (1) On Passenger Side Of Cab Floor Console. Knee Area	1	75.00	75.00
40-03-8611	< Add Dual 2.4 amp USB Charger And 20 amp 12v Outlet Specify Location: In Action Area, Below The STD USB/12v Outlet, Between The (2) 125v Outlets.	1	110.00	110.00
40-04-4000	Power Door Locks For Side Entry & Rear Entry Doors	1	0.00	0.00
40-04-4500	< Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D1 / D2 / D3 / D4 / P1 / P4	6	130.00	780.00
40-04-6000	Hidden Switch In Rear License Plate Housing (Unlock Only)	1	0.00	0.00
40-04-7000	< Interior Body Switch For Power Door Locks (Ea) Specify Location: On Primary Rear Entry Door. To Have Switch Guard, See 40-01-0430.	1	195.00	195.00
40-05-1600	< 12 Volt Power And Ground Circuit For Flashlight (Ea) Specify Location: (1) In Cab Behind Driver Seat COIL, ZIP TIE & TAG BOTH.	1	50.00	50.00
40-05-2710	< Streamlight Fire Vulcan LED Vehicle Mount System Flashlight (Ea) Part # 44451- LED Specify Location: Orange (1) In D-2 Centered On Wall #2 Above Adj. Shelf (1) Aisle Side Of RFS Near Cab Bulkhead - Above The Forward Portable Oxygen Holder	2	210.00	420.00
40-05-9000	< 12 Volt CO Monitor Mounted In The Patient Area Specify Location: Curbside Wall Towards Rear Match #4959 SURFACE MOUNT LIFE LINE #M09004. Includes Power And Ground Circuit.	1	105.00	105.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
40-06-4105	< Rostra Rear View Mirror Mounted 7.3" LCD Mirror/ Monitor/Camera (1) Camera Is Surface Mounted Above The Rear Doors. (Set The Camera Up For Back-Up Mode). MANUFACTURER WARRANTY ONLY APPLIES.	1	1048.00	1048.00
	INTERIOR LIGHTING	1	0.00	0.00
45-01-0000	Oxygen Compartment Light	1	0.00	0.00
45-01-0500	< Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1	0.00	0.00
45-01-1510	< 8 Ceiling Lights TecNiq 8" LED Neutral White Frosted Dome With Chrome Trim 4-Streetside 4-Curbside TecNiq# E08-LC00-1 (31 diode lights)	1	0.00	0.00
45-01-3000	< TecNiq LED Action Area Light E32-L00S-1 14" Light	1	0.00	0.00
	EXTERIOR LIGHTING	1	0.00	0.00
50-01-0000	< Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #60BTT Lights (Meets SAE Requirements). Mounted Above The Rear Kick Plate.	1	0.00	0.00
50-01-6000	< Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The Rear 600 Series LED Stop/Tail Lights. To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1	0.00	0.00
50-02-6000	< Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) Specify Location: Below Upper Corner Front Wall Warning Lights. To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1	297.00	297.00
50-02-9000	C.P.I. License Plate Housing	1	0.00	0.00
50-02-9520	< Whelen 600 Series "LED" Minimum-Populated Back-Up Lights (Pr) Mounted Above The Rear Turn Lights, Model # 60C00VCR	1	0.00	0.00
50-03-2100	< Two Reverse Activated Whelen 900 "LED" Rear Load Lights 24 Diode #9SC0ENZR Lights.	1	764.00	764.00
50-03-5600	< Whelen 900 "LED" Side Scene Lights (Two Each Side) 24 Diode #9SC0ENZR Lights.	1	1529.00	1529.00
50-03-9000	Right Side Scene Lights On With Open Side Entry Door	1	0.00	0.00
50-04-6100	< Recessed Truck-Lite 60 "LED" Door Light (Red)(Ea) Includes Individual Door Switch Circuit. Specify Location And Color: Red Side And Rear Entry Doors In Lower Outer Corners The Lights On The Rear Entry Doors Are Both To Flash When The Primary Rear Entry Door Is Opened E23019 60052R "60" LED Trucklite Red with Chrome Trim	3	275.00	825.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
50-04-7500	Federal Commander COM1 "LED" ICC Marker Lights	1	0.00	0.00
50-04-8000	< Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	0.00	0.00
50-04-8100	< Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail.	1	0.00	0.00
	< ***RADIO PROVISIONS AND AIR HORNS*** Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	1	0.00	0.00
55-01-3000	< 10"/12" Buell Strombos Air Horns Thru Bumper Valance E-Series w/Compressor Includes: LL# F15011 Standard Duty Compressor Specify Compartment For Compressor Location: D-2 In Upper Corner Of Wall #1 And Wall #2 Mesh Cover Over Pump One Standard Frame Mounted Air Tank (1) LL# F15001 10" Air Horn (1) LL# F15002 12" Air Horn Push Button Location: Drivers Side Top Flat Portion Of Cab Console	1	1550.00	1550.00
55-01-6000	< Add Secondary Air Tank To Air Horn System Air Tank Contains Manual Drain Valve.	1	325.00	325.00
55-01-8000	< Add Second Push Button Switch To Air Horn System Specify Location: Top Flat Area Of Cab Console, Toward Passenger's Side.	1	150.00	150.00
55-01-8500	< KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To The Cab Floor Console COIL, ZIP TIE & TAG.	1	0.00	0.00
55-02-1100	< Install Customer Supplied Module Roof Antenna(Ea) Specify Termination Location: Install Customer Supplied Module Roof Antenna Above D1 With Cover Plate And Terminated In The Electrical Overflow Cabinet Behind The Driver Seat.	1	150.00	150.00
55-02-1500	< KE-794 Module Roof Antenna Base/Coax (Ea) Specify Termination Location: Mid Module Roof To Action Area Behind The Elite Touch Pad Display. COIL, ZIP TIE & TAG.	1	75.00	75.00
55-02-5500	< Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Location: Action Area, Behind Switch Panel. 14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.	1	150.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	SIRENS AND EMERGENCY LIGHTING	1	0.00	0.00
60-01-1000	< Standard Siren Whelen 295HFS2 Siren System This Is A Single AMP Siren Meets 49 State Requirements Locate Just Below Elite Touch Pad, To The Drivers Side. **NO OEM HORN SOUNDS BETWEEN SIREN TONES**	1	0.00	0.00
60-01-4010	SAD3801 And SAP3801 Thru Bumper Siren Speakers (E-Series)	1	420.00	420.00
60-01-9000	< 4 Whelen 900 Super "LED" Side Module Warning Lights Part #90RR5FCR Red LED with Clear Lens Mount The Side Lights Inline. Set Light Head To Steady Burn. Use HED Comet Flash Pattern.	1	0.00	0.00
60-02-5000	Delete The 2 Standard Front Module Warning Lights (Credit)	1	-228.00	-228.00
60-02-8100	Delete The Standard Center Front Module Warning Light (Credit)	1	-114.00	-114.00
60-02-9500	< 2 Whelen 900 Super "LED" Rear Module Warning Lights #90RR5FCR Red LED with Clear Lens Set Light Head To Steady Burn. Use HED Comet Flash Pattern. See 60-DL-0100 For Flasher Legs For Rear Wall Lights.	1	0.00	0.00
60-03-3000	< 1 Whelen 900 Super "LED" Center Rear Warning Light Part #90AA5FCR Amber LED with Clear Lens Set Light Head To Steady Burn. Use HED Comet Flash Pattern. On in PRI and SEC. See 60-DL-0100 For Flasher Legs For Rear Wall Lights.	1	0.00	0.00
60-04-5300	< 2 Whelen 500 Super "LED" Grille Lights #50R02ZCR Red LED with Clear Lens Set Light Head To Steady Burn. Use HED Comet Flash Pattern. On in PRI and SEC.	1	0.00	0.00
60-05-2700	< 2 Whelen 700 "LED" Split Color, W/R Intersection Lights Part #70RC6FCR Red/White split color LED with clear lens. Set Light Head To Steady Burn. Use HED Comet Flash Pattern. Wire So Red Half Alternates With The White Half. Needs 2 Power Wires Per Light On in PRI and SEC.	1	309.00	309.00
60-06-0500	< Angled Light Housings (Pr) To Be Used For The Front Fender Intersection Lights.	1	160.00	160.00
60-06-0650	< Whelen Wig-Wag Headlight Flasher Add Wig Wag Headlights With Whelen #SSFPOS Flasher. Disables OEM DRL headlights. THIS WILL REQUIRE CHASSIS TO BE TAKEN TO DON'S TRUCK IN FAIRBANK IA. On in PRI and Off In Sec And In Park	1	263.00	263.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
65-01-2000	Standard Smooth Headliner	1	0.00	0.00
65-01-3000	< 1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1	0.00	0.00
65-02-2214	< "LL Standard Package" Stryker Power Load System This is the Stryker Power Load Option. Will Be Center Mount Unless Otherwise Specified Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track. Power & Performance Load Floor Plate Kit #6390-700-001 Needs To Include Track Cover #6390-001-109 Push Rail Floor Mount Only Stryker #6360-30-11 Includes Hardware Kit F09053 Which Is (2) Silver Knobs (2) Threaded Stryker Plates To Install In The Track If Customer Or Dealer Needs To Install Antlers. These Are To Be Installed In The Track By Life Line Installer.	1	0.00	0.00
65-02-2230	< "Complete Package" Stryker Power Load System Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power Complete 6390 Power Load System Installed Be sure to leave main power switch in the off position. Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 LL#F09042 Does Not Include Push Rail Will Be Center Mount Unless Otherwise Specified	1	24568.00	24568.00
65-02-8000	< L.R.O. Cabinet With Speed Load Door With Positive Lock Feature. To Include (1) PVC shelf	1	150.00	150.00
65-03-3500	< Cabinet Above The Side Seat With Speed Load Door To be 8.25"H With Positive Lock Feature.	1	250.00	250.00
65-03-7500	< L.F.O. Cabinet With Speed Load Door With Positive Lock Feature. To Include (1) PVC shelf Fixed Vertical Center Divider With (1) Adjustable Shelf On Each Side	1	150.00	150.00
65-04-2300	< Delete Standard Left Rear Base Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00
65-04-6600	< Delete Standard Telemetry Area Cabinet NOTE: There Will Be a 12" Wide Telemetry Area Aft Of The CPR Seat	1	-100.00	-100.00
65-04-8100	< Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00
65-05-0200	< Delete Standard Action Area Cabinet (Factory Use) Deleted Due To Custom Cabinet Design ILOS.	1	0.00	0.00
65-05-2100	< Delete Standard Lower Action Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
65-05-3600	< Delete STD Action Area Tip-Out Trash Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00
65-05-4000	< Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Seat Belt Includes Black IMMI 4-Point Seat Belt Gunmetal MV102	1	0.00	0.00
65-05-8000	< Rear Facing EVS Sewn Seat With Child Seat On EVS Pedestal/Swivel Base 18723 EVS Sewn Seat To Match Cushion Vinyl Montana Dark Graphite. Requires EVS Provided Pedestal Base For Compliance. Includes 3-Point Seat Belt. Question: Will there be an O2 Bottle Attached to the Head of the Cot? Yes	1	1017.00	1017.00
65-05-9795	Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)	1	-200.00	-200.00
65-06-2000	Rear Facing Electrical Cabinet And Door	1	0.00	0.00
65-07-5300	< Top R.F.S. Cabinet W/Top Hinged Door ILOS Heat/AC Includes Gas Style Hold-Opens. NOTE: Use Aluminum Lap Style Door ILOS See #495921	1	50.00	50.00
65-07-5410	< Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount) Includes Gas Style Hold-Opens. ****Use Aluminum Lap Style Door ILOS****	1	-50.00	-50.00
65-07-5600	< Open R.F.S. Cabinet ILOS (Both Cabinet Doors Deleted) Trim The Open Edges With Stainless Trim.	1	-100.00	-100.00
65-08-0000	< CS Squad Bench w/Contoured Ergo Backrests w/2 Piece Lid & No Divider Includes 2 Sets Of Black IMMI 4-Point Seat Belts Includes 3 Cot Restraints & Retractors. Gunmetal MV102	1	0.00	0.00
65-08-5000	< Formed Stainless Removable Sharps And Waste "A" Bar Mounted At The Head Of The Squad Bench ILOS Cushion Area. DELETES STANDARD HEAD PAD. DELETES STANDARD ASSIST RAIL. Standard Waste. Life Line #85131 Sharps	1	275.00	275.00
65-08-8500	Squad Bench Headrest Cushion	1	0.00	0.00
65-09-2510	< Two Section Bandage Cabinet W/Top Hinged Heavy Polycarbonate Doors Specify Cabinet Depth: 10"	1	400.00	400.00
65-09-6000	< Recessed Glove Box Storage In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Polycarbonate Door. Specify Location: In Headpad Above Rear Doors Specify Number Of Box Cut-Outs: (2) SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box. REQUIRES SMALL MOLDED HOUSINGS. NOTE: These Will NOT Be CPI Storage. Use Old Standard Boxes.	2	100.00	200.00
65-09-6100	< Recessed Glove (Three) Box Storage In Side Door Cushion Area Recessed Storage Box With Top Hinged Polycarbonate Door.	1	300.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box. REQUIRES LARGE MOLDED HOUSING NOTE: These Will NOT Be CPI Storage. Use Old Standard Boxes.			
65-09-8500	100" Long Formed Streetside Ceiling Grab Rail	1	0.00	0.00
65-09-9505	70" Long Formed Curbside Ceiling Grab Rail	1	0.00	0.00
65-10-1500	Formed "L" Door Assist Rails Mounted Inverted	1	0.00	0.00
65-10-2505	< Formed Assist Rail Moved To Right Rear Wall 12" Assist Rail Is Std. Size.	1	0.00	0.00
65-10-4000	< Add Formed Assist Rail Specify Length: 20" Specify Location: There Shall Be A 20" Rail Spaced Apart From The Curbside 70" Rail So The Ceiling Oxygen Outlet Can Be Installed Between The 2 Rails	1	100.00	100.00
65-10-5000	< Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1	0.00	0.00
65-10-6100	< Add C.P.I. #IV2008 Rubber Recessed IV Bracket (Ea) Specify Location: Head End Of Cot.	2	55.00	110.00
65-10-9000	Southco M1 Stainless Cabinet Latches	1	0.00	0.00
65-12-4100	< Locking Cabinet Door With Simplex Push Button Lock (Ea) Specify Cabinet Location: Top RFS / ALS Cabinet Door	1	50.00	50.00
65-13-8000	CPR Seat Height Brushed Scuff Protector On Left Wall	1	300.00	300.00
65-14-1500	Squad Bench Height Brushed Scuff Protector On Right Wall	1	300.00	300.00
65-14-4500	< Adjustable Vertical Shelf Divider (Ea) Specify Cabinet Location: Two In Each Section Of LFO	8	50.00	400.00
65-15-0017	Interior Laminate: White Nebula 4621-01 High Gloss	1	100.00	100.00
65-17-0001	Seam Sealed Cushions Vinyl: Montana Dark Graphite	1	0.00	0.00
65-17-0502	MON-7096 (Dark Gray) EVS Seamless/Medi-Vac Vinyl Color: Gunmetal MV102 (Medium Gray)	1	0.00	0.00
65-18-0001	Welting Between Cabinets: Dark Gray	1	0.00	0.00
65-19-0001	< Counter Tops (Main): Stormy Gray (Dusk) Standard with 1" Lip	1	0.00	0.00
65-20-0010	< Counter Tops (Accent Stripe): Dove Standard with 1" Lip	1	0.00	0.00
65-21-0034	< Lonseal Floor Selection: Lonplate II #424TX Gunpowder Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	0.00	0.00
65-DL-0100	< RFS Straps Specify Custom Option Install (2) 2" Seat Belt Style Retractable Straps Vertically Mounted Over The Full Height RFS Open Area The Retractors Are At The Top Of The Opening.	2	75.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS		1	0.00	0.00
70-01-0000	Static Module Fresh Air Intake Vent	1	0.00	0.00
70-01-1000	12 Volt Powered Exhaust Fan	1	0.00	0.00
70-01-2300	< Ducted ProAir Center Mounted Heat/AC Location ILOS Includes Center Evaporator/Heater Core Location. Includes #65-07-5410 Top Hinged Top R.F.S. Cabinet.	1	1400.00	1400.00
70-01-2400	< Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	0.00	0.00
70-01-6000	< Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6) GAS CHASSIS' INCLUDE THERMOTECH HEAT BARRIER PART #F18084. THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.	1	0.00	0.00
70-01-8600	Automotive Grade Undercoating Under Module Body	1	0.00	0.00
70-DL-0100	< Cold Air Return Vents Use (2) Narrow Style Cold Air Return Vents, Stacked, To Allow For Portable Oxygen Bottle Storage On Aisle Side Of RFS.	1	0.00	0.00
OXYGEN SYSTEM		1	0.00	0.00
75-01-0000	Ohio Style Action Area Oxygen Outlet	1	0.00	0.00
75-01-2000	< Ohio Style Ceiling Mounted Oxygen Outlet To Be Installed Between The 20" And 70" Curbside Ceiling Grab Rails.	1	0.00	0.00
75-01-4000	Ohio Style Right Wall Mounted Oxygen Outlet	1	0.00	0.00
75-01-8000	< Interior Oxygen Access/Viewing Door Access Door Will Be Polycarbonate.	1	0.00	0.00
75-01-8600	< "M" Oxygen Tank Bracket In Streetside Front Compartment D-1 Compartment, Wall #2, Close To Wall #3.	1	0.00	0.00
75-02-3710	< Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket Set Up For "M" Tank For Delivery	1	0.00	0.00
75-03-3010	< ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket Specify Location: Mounted On Aisle Side Of RFS- 3" Above Floor Match 519722SD	2	284.00	568.00
SUCTION SYSTEM		1	0.00	0.00
80-01-0000	12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1	0.00	0.00
80-01-1500	1 Ohio Style Action Area Suction Outlet	1	0.00	0.00
80-01-7500	< SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet.	1	0.00	0.00
PAINT		1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
85-00-0100	< Standard AkzoNobel Paint Process Includes 6 Year Pro-Rated DuPont Paint Warranty.	1	0.00	0.00
85-01-0000	< Repaint Chassis ILOS O.E.M. White (Type III) Specify Color: Red FLNA32544 Touch-Up Paint Is Included For Colored Chassis.	1	2000.00	2000.00
85-01-1500	< Paint Module Body Other Color ILOS O.E.M. White Specify Color: Red FLNA32544 Touch-Up Paint Is Included For Colored Module Body.	1	2400.00	2400.00
85-02-8500	< Custom Two-Tone Paint Specify Location And Color; Upper Half Black FLNA96822 Lower Half Red FLNA32544 ** See Photos Of Current Brook Park Ambulance #519722SD	1	900.00	900.00
85-02-9500	Do Not Paint The Nader Pins/Install After Paint Process	1	0.00	0.00
85-02-9710	< Shoreline Cover Plate To Be Painted To Match Module To be Painted Black. See 15-02-3220	1	0.00	0.00
85-03-1000	< Non-Standard Color 1/4" Pinstripe Specify Color: 680CR-64 Gold Entire Paint Break Between Red And Black Two tone, Including The Cab.	1	0.00	0.00
85-03-4000	< 2" Scotchlite Striping (Per Foot) Specify Color And Location: 2" 680CR-64 Gold to be on the 4" black reflective stripe, 3/4" below the top edge of the black reflective stripe. 2" 680CR-72 Red Reflective Stripe installed flush with the top edge of the 4" black reflective stripe so there is 3/4" of black reflective stripe showing between the red stripe and the LOWER gold stripe. 2" 680CR-64 Gold to be installed 3/4" above the red reflective stripe so 3/4" of black paint shows between the red and UPPER gold stripe. All stripes start at the cab to body seal, extend along the length of the body and across the back of the body. They do not continue onto the cab. Only the gold reflective pin stripe between the two tone colors is on the cab. ** See #519722SD Photos For Placement**	120	4.00	480.00
85-03-4500	< 4" Scotchlite Striping (Per Foot) Specify Color And Location: 680CR-85 Black reflective stripe. To begin butted up against the pinstripe between the two tone colors. This stripe will, be in the black painted area and will have a 2" gold reflective stripe running in it as per 85-03-4000. This stripe also ends at the cab to body seal and does not cross onto the cab.	40	6.00	240.00
	EMBLEMS AND DECALS	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
90-01-1000	Delete Federal Star Of Life/Ambulance Decal Package	1	-125.00	-125.00
90-01-1100	< "NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1	0.00	0.00
90-01-1200	No Other Decals or Lettering Included Unless Specified Below	1	0.00	0.00
90-01-5100	< Install 3/4" White Reflective Tape Around Side And Rear Entry Doors KKK-F Certification Requirement.	1	0.00	0.00
95-DL-0100	< Stryker - Lucas 3 including charger, bateries, ProCare Service Plan Specify Custom Option:	1	43573.00	43573.00
	END OF QUOTE/PRODUCTION ORDER	1	0.00	0.00
95-SP-0100	< 1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penally Pricing. The Revision Rate Is \$120.00 Per Hour With 1 Hour Minimum Charge.	1	0.00	0.00
95-SP-0200	< 1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$120.00 Per Hour With 1 Hour Minimum Charge.	1	0.00	0.00
95-SP-0600	Change After Sign-Off (Published Price + 50%)	1	0.00	0.00
95-SP-0700	Change After Production Start (Published Price + 75%)	1	0.00	0.00
95-SP-0800	Change After Production Completion (Published Price + 100%)	1	0.00	0.00
	< ***SIGNATURE-LIFE LINE EMERGENCY VEHICLES*** This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles. THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS. Date Of Order: Franchised Distributor: Pfund Superior Sales Co. INC Quote Number: Ordered By: _____	1	0.00	0.00

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO CONTRACT FOR THE
NECESSARY CONSTRUCTION OBSERVATION SERVICES
FOR THE 16644 SNOW ROAD DEMOLITION PROJECT
AND DECLARING AN EMERGENCY

WHEREAS, Council authorized the Mayor to enter into a contract to purchase the former motel located at 16644 Snow Road (PPN 343-15-023), Ordinance 11212-2021 passed on September 21, 2021;

WHEREAS, Council authorized the Consulting Engineer to prepare plans and specifications and the Mayor to advertise for bids and enter into a contract for the demolition of the former motel located at 16644 Snow Road, Ordinance 11247-2022 passed on April 12, 2022;

WHEREAS, bid proposals for the Demolition Project have been received and the City of Brook Park is prepared to commence with the Construction Phase of the Demolition Project; and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Consulting Engineer (Euthenics, Inc.) is hereby authorized to provide Construction Observation Services for the 16644 Snow Road Demolition Project. Fee for said services is estimated not to exceed \$16,236.00.

SECTION 2: The money needed to complete the aforesaid transaction shall be paid from the Economic Development Fund No. 243, theretofore appropriated or to be appropriated for said purpose.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the Demolition Project as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

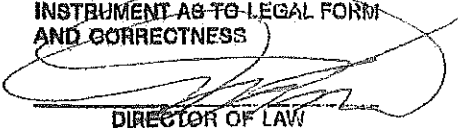
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

Finance

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The "Salary Schedule" for the year 2022 is attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedule" are hereby amended accordingly.

SECTION 2: The compensation provided in the "Salary Schedule" for the year 2022 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2017 through 2019" as enacted by Ordinance 11073-2019, passed March 19, 2019 is hereby specifically repealed.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds 100, 210, 264, and 255.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide adjustments in compensation without undue delay; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW

AMENDED TO READ 2022

EXHIBIT
"A"

SALARY SCHEDULE		2022 Minimum	2022 Maximum
Ordinance	Title		
121.02 (b)	Clerk Of Council	\$57,258.01	\$68,108.87
121.03 (b)	Assistant Clerk Of Council	\$43,170.50	\$54,021.36
121.08 (b)	Part Time Assistant Clerk of Council	\$10.85	\$17.97
131.03 (b)	Executive Assistant to the Mayor	\$63,912.69	\$74,550.78
131.06 (b)	Temporary Clerical	\$10.85	\$17.97
131.07 (a)	C.O.E. Assistant Office Clerk	\$10.43	\$24.91
131.08 (c)	Commissioner of Admin. Services (H.R.)	\$72,563.27	\$79,000.00
131.09 (c)	Clerk of Mayor's Court	\$52,000.00	\$65,761.89
131.11 (d)	Commissioner of Purchasing	\$0.00	\$0.00
131.13 (c)	Commissioner of Economic Development	\$70,000.00	\$88,509.59
133.02 (c)	Assistant Law Director	\$41,646.80	\$52,497.65
133.03 (c)	Administrative Assistant to the Law Director	\$54,911.04	\$65,761.89
133.061 (c)	Part Time Assistant Law Director-Class #2	\$13,021.02	\$33,073.66
133.07 (b)	Law Department Clerk	\$10.85	\$17.97
133.062	Assistant Law Director- Class #3	\$61,984.37	\$72,835.23
137.02 (b)	Assistant Finance Director	\$79,824.29	\$90,279.09
139.01 (b)	Director of Public Safety	\$77,000.00	\$92,000.00
139.07 (c)	School Crossing Guards	\$8,165.01	\$10,206.79
139.11	Safety Forces High Risk Board	\$0.00	\$0.00
140.03 (b)	Electrical Inspector	\$21,261.10	\$21,261.10
140.04 (b)	Plumbing Inspector	\$21,261.10	\$21,261.10
141.03 (a)	Police Chief	\$97,297.15	\$114,891.37
141.03 (a)	Police Captain	\$90,221.69	\$107,444.71
142.07 (c)	Auxiliary Police	\$13.56	\$20.36
143.03 (a)	Fire Chief	\$97,297.15	\$114,891.37
143.03 (a)	Assistant Fire Chief	\$90,221.69	\$107,444.71
145.01	Director of Public Service	\$83,000.00	\$99,500.00
145.15 (b)	Summer Grass Cutters	\$10.43	\$13.17

PIC 7-19-22 Finance

CA

1st R

2nd R

3rd R

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AMENDING BROOK PARK CODIFIED ORDINANCE 2786-1967,
AN DECLARING AND EMERGENCY

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that,

WHEREAS, the Administration for the City of Brook Park (the "City") desires to create a position titled Assistant Office Clerk for the City, with an effective date of January 1, 2022.

SECTION 1: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

POSITION

There is hereby created the position of C.O.E. Assistant Office Clerk for the City. Compensation for such position shall be at the rate of \$1.50 per hour minimum and \$2.00 per hour maximum.

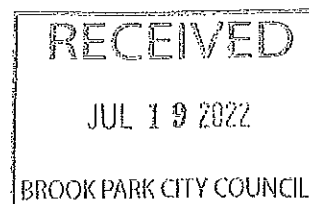
SECTION 2: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

DUTIES

The duties of the C.O.E. Assistant Office Clerk shall be these as assigned by the Mayor and said clerk shall serve at the pleasure of the Mayor.

Is hereby amended to read:

SECTION 1: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:



POSITION

There is hereby created the position of ~~C.O.E.~~ Assistant Office Clerk for the City. Compensation for such position shall be ~~at the rate of \$1.50 per hour minimum and \$2.00 per hour maximum~~ set forth in the salary ordinance schedule.

SECTION 2: Section 131.07 of the Brook Park Codified Ordinances, as enacted by Ordinance No. 2786-1967, passed September 6, 1967, and reading as follows:

DUTIES

The duties of the ~~C.O.E.~~ Assistant Office Clerk shall be these as assigned by the Mayor and said clerk shall serve at the pleasure of the Mayor.

SECTION 3: Former Section 131.07 of the Brook Park Codified Ordinances as enacted by Ordinance No. 2786-1967 passed September 6, 1967 is hereby expressly repealed.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

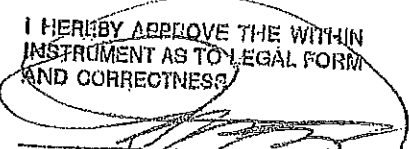
PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

DATE



MEMO

CITY OF BROOK PARK – BUILDING DEPARTMENT

5590 Smith Road • Brook Park • Ohio • 44142

Phone: (216) 433-7412 • Fax: (216) 433-4117

TO: Carol Johnson, Clerk of Council

CC: Mayor Orcutt

Carol Horvath, Law Director

mvecchio@cityofbrookpark.com

troverward1@att.net

jamesmencini@yahoo.com

sroberts@cityofbrookpark.com

rscott@cityofbrookpark.com

ncoyne@cityofbrookpark.com

bpoindexter@cityofbrookpark.com

brookparksalvatore@gmail.com

FROM: Carol Dell, Planning Commission Secretary

DATE: August 3, 2022

RE: Planning Commission Recommendation

The Brook Park Planning Commission met on August 1, 2022 regarding PPN: 342-18-004. By a vote of 5/5, the Planning Commission voted to recommend approval of the proposed lot split plat for the following:

Request approval of the proposed lot split for 18300 Snow Road PPN: 342-18-004 to create new Parcel "A" and Parcel "B" | Located in U5-A Zone

Applicant: DROP BP I, LLC Kevin DiGeronimo – Independence Construction

The Planning Commission herein submits its recommendation to City Council that they, by Resolution prepared and approved by the Law Department, Affirm or Deny the Vote of the Planning Commission at the next regularly scheduled meeting.

See Attached Engineer's Comments & 2022 Planning Commission Application, including the lot split plat and legal description.

If additional information is required, please feel free to contact me.

AGENT INFORMATION:

Kevin DiGeronimo

Independence Construction

6400 E. Schaaf Road, Independence, OH 44131

E-Mail: kevindig@indexc.com

Office 216/524-1700

mmontecalvo@digeronimocompanies.com

tsclano@dbohning.com

Thank you,

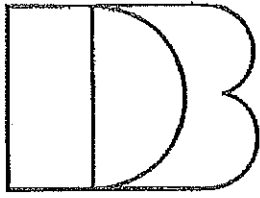
Carol Dell

Secretary, City of Brook Park Planning Commission

Building Department

Office: 216/433-7412

E-Mail: cdell@cityofbrookpark.com



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

Parcel "B-1"
174.9392 Acres
DGB 5244-51

Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 241.18 feet to its intersection with the northeasterly line of a parcel of land conveyed to Cleveland Electric Illuminating Company by deed recorded in Vol 7429, Page 163 of Cuyahoga County Records, and from which point an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.76 feet; South 44 degrees 10 minutes 05 seconds West, 1.45 feet;

Thence North 51 degrees 05 minutes 33 seconds West along the northeasterly line of said land conveyed to Cleveland Electric Illuminating Company, 1291.60 feet to a nail set in the northeasterly corner, thereof;

Thence North 87 degrees 49 minutes 46 seconds West along the northerly line of said land conveyed to Cleveland Electric Illuminating Company, 150.46 feet to a nail set in the southwesterly corner, thereof;

Thence South 51 degrees 05 minutes 33 seconds East along the southwesterly line of said land conveyed to Cleveland Electric Illuminating Company, 1403.90 feet to a point in the northwesterly line of Engle Road, and from which an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.38 feet;

Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 750.00 feet to a point of curvature and from which point a capped iron pin (Mannik Smith Group) found bears South 44 degrees 10 minutes 05 seconds East, 0.23 feet;

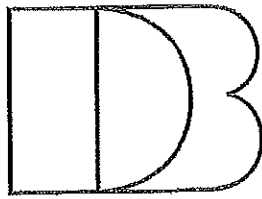
Thence southwesterly along the curved northerly line of Engle Road, being the arc of a curve deflecting to the right, 833.02 feet to a point of tangency, said arc having a radius of 1001.66 feet, a central angle of 47 degrees 38 minutes 59 seconds, and a chord which bears South 67 degrees 59 minutes 35 seconds West, 809.22 feet and from which point a nail found bears North 88 degrees 10 minutes 56 seconds West, 0.60 feet;

Thence North 88 degrees 10 minutes 56 seconds West, along the northerly line of Snow Road Extension, 981.52 feet to the principal place of beginning, and containing 174.9392 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\5000-5499\5244-51\documents\legals\parcel b-1 174.939 acres_july 2022.doc



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

Parcel "B-2"
33.2696 Acres
DGB 5244-51

July, 2022

Legal Description

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "B" in a Lot Split and Consolidation of part of Original Middleburgh Township Lot Nos. 2, 3, 4 and 5, Section 11, as recorded in A.F.N. 202103050651 of Cuyahoga County Records, and bounded and described as follows:

Beginning at an iron monument found in the original centerline of Snow Road Extension, at its intersection with the easterly line of said Original Middleburgh Township Lot No. 4;

Thence North 1 degree 17 minutes 45 seconds West, 50.00 feet to a nail set at an angle point in the northerly line of Snow Road Extension, variable width, and the principal place of beginning of the parcel herein described;

Thence North 88 degrees 15 minutes 03 seconds West along the northerly line of Snow Road Extension, 153.24 feet to a point at its intersection with the westerly line of said Parcel "B", being also the easterly line of a parcel of land conveyed to PNF-Cleveland, LLC by deed recorded as A.F.N. 201510020620 of Cuyahoga County Records, and from which point a capped iron pin (illegible) found bears South 1 degree 44 minutes 57 seconds West, 0.15 feet; South 88 degrees 15 minutes 03 seconds East, 2.60 feet;

Thence North 1 degree 55 minutes 29 seconds East along the westerly line of said Parcel "B" 799.94 feet to an angle point, therein, and from which point a capped iron pin (illegible) found bears South 1 degree 55 minutes 29 seconds West, 0.13 feet;

Thence North 88 degrees 17 minutes 22 seconds West along the westerly line of said Parcel "B", 272.29 feet to an angle point, therein, and from which point a 5/8" iron pin found bears North 88 degrees 17 minutes 22 seconds West, 1.05 feet; South 1 degree 42 minutes 38 seconds West, 1.55 feet;

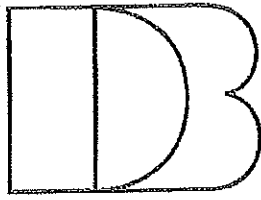
Thence North 1 degree 42 minutes 38 seconds East along the westerly line of said Parcel "B" 132.71 feet to an angle point, therein, and from which point a capped iron pin (Octagon) found bears South 1 degree 42 minutes 38 seconds West, 0.15 feet, and a 5/8" iron pin found bears North 88 degrees 17 minutes 22 seconds West, 0.58 feet; South 1 degree 42 minutes 38 seconds West, 9.05 feet;

Thence North 58 degrees 22 minutes 21 seconds West along the westerly line of said Parcel "B", 49.77 feet to a capped iron pin (Octagon) found at its intersection with the southeasterly right-of-way conveyed to Pennsylvania Lines, LLC by deed recorded as A.F.N. 200208200162 of Cuyahoga County Records;

Thence North 31 degrees 40 minutes 37 seconds East along said southeasterly right-of-way, 906.27 feet to an iron pin set;

Thence South 88 degrees 10 minutes 46 seconds East, 630.26 feet to an iron pin set;

Thence South 1 degree 49 minutes 04 seconds West, 1742.63 feet to a nail set in the northerly line of Snow Road Extension;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

Parcel "B-2"
33.2696 Acres
DGB 5244-51

Thence North 88 degrees 10 minutes 56 seconds West along the northerly line of Snow Road Extension, 614.00 feet to the principal place of beginning and containing 33.2696 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\ad\add\p\5000-5499\5244-51\documents\legals\parcel b-2 -33.2696 acres_july 2022.doc

6-21-22 Safety
CA
1st R
2nd R
3rd R
4th R
5th R
6th R
7th R
8th R
9th R
10th R
11th R
12th R

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: COUNCILMAN MENCINI

A RESOLUTION OPPOSING OHIO'S NEW CONCEALED CARRY HANDGUN LAW, AND
DECLARING AN EMERGENCY

WHEREAS, Senate Bill 215, passed by the Ohio General Assembly and signed by Governor DeWine, will take effect on June 13, 2022, allowing Ohioans 21 years and older to carry concealed handguns without a license and the necessary safety training; and

WHEREAS, this bill also eliminates the requirement for a concealed handgun carrier to notify a police officer that they are armed when stopped, unless asked by the officer; and

WHEREAS, current Ohio law requires a license to carry a concealed handgun across Ohio that includes eight hours of necessary safety and firing training, which will not be optional; and

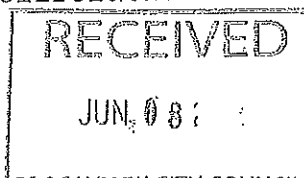
WHEREAS, this bill was passed and signed over objections from law enforcement groups, including the Fraternal Order of Police of Ohio, county sheriffs, Ohio Mayors Alliance, and Community Leaders, emphasizing the danger that taking away licensing and training requirements poses to law enforcement officers and communities; and

WHEREAS, gun violence is considered to be one of the major threats to public health and safety in communities across the county and Ohio; and

WHEREAS, according to the Centers for Disease Control and Prevention, the rate for firearm deaths in the State of Ohio was 15.2 per 100,000 in 2020, which exceeded the national rate of 12.0; and

WHEREAS, urban centers and suburbs are deeply affected by violent crime involving firearms; and

WHEREAS, the State of Ohio deregulation of handguns will increase gun ownership and proliferation of unregulated guns in our community.



NOW THEREFORE BE IT RESOLVED, by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Council strongly opposes the Ohio General Assembly's passage and Governor DeWine's signing into law Senate Bill 215, that puts Ohio citizens at risk by allowing qualifying adults to carry concealed handguns without a license and necessary safety training; and urging the Ohio General Assembly to repeal this law.

SECTION 2: The Clerk of Council is hereby directed to forward a certified copy of this Resolution to the Ohio General Assembly, members of the Northeast Ohio Legislative Delegation, and Governor Mike DeWine.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to oppose Ohio's new concealed carry handgun law; therefore, provided this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMAN ROBERTS

P/C 7-19-22 Safety
CA _____
1st R _____
2nd R _____
3rd R _____
B/C _____

AN ORDINANCE
AMENDING SECTION 331.45(d)
OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'TEXTING WHILE DRIVING PROHIBITED,'
AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Section 331.45, subsection (d), enacted by Ordinance 11022-2018, passed, May 15, 2018, which currently reads as follows:

331.45(d) Whoever violates division (a) of this section is guilty of a minor misdemeanor.

Is hereby amended to read as follows:-

331.45(d) Whoever violates division (a) of this section is guilty of a misdemeanor of the fourth degree.

SECTION 2: Former Section 331.45(d) of the Brook Park Codified Ordinances is hereby expressly repealed.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for further reason that Council desire to amend Section 331.45(d) of the Brook Park Codified Ordinances, therefore, provided this ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

RECEIVED

JUL 14 2022

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

7-19-22 Service
CA _____
1st R _____
2nd R _____
3rd R _____
E/C _____

ORDINANCE NO. _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE CONSULTING ENGINEER TO
COMPLETE THE FINAL DESIGN AND PREPARE
CONSTRUCTION DOCUMENTS FOR THE
WEDO PARK RETENTION BASIN PROJECT
AND DECLARING AN EMERGENCY

WHEREAS, the Wedo Park Retention Basin has been identified as a Project to help manage stormwater runoff within the City of Brook Park;

WHEREAS, the Northeast Ohio Regional Sewer District (NEORSD) has indicated that costs incurred by the City for this Project would be eligible for reimbursement through the Community Cost Share Account;

WHEREAS, the City desires to have the final design and construction documents prepared for the Wedo Park Retention Basin.

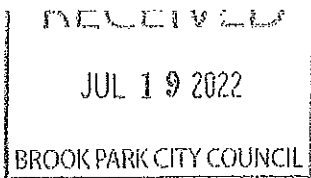
NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Consulting Engineer is hereby authorized to prepare plans and documents for the Wedo Park Retention Basin Project.

SECTION 2: The Mayor on behalf of the City of Brook Park is hereby authorized to contract for professional services for the Wedo Park Retention Basin Project. Payment for the aforementioned services shall be in accordance with the Exhibit "A" attached hereto.

SECTION 3: The money needed to complete the aforesaid transaction shall be paid from the Sewer Improvements Fund No. 459, theretofore appropriated or to be appropriated for said purpose.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the final design and preparation of construction documents for the Wedo Park Retention Basin Project as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL


ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

R:\Jobs\187\202210 - Wedo Basin\Scope and Fee\Wedo Basin Eng Ord.docx

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

June 22, 2022

Edward Orcutt, Mayor
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Re: City of Brook Park
Wedo Park Retention Basin
Final Design and Construction Documents
Project Description and Scope of Work

Dear Mayor Orcutt,

Included below is Euthenics, Inc.'s project description and scope of work for the necessary engineering design services for the above referenced project. This letter provides information in regards to the following:

- Project Background and Purpose
- Project Description
- Scope of Services
- Fee

Project Background: Several areas within the City of Brook Park experience flooding on regular basis. Prior studies and inventory of actual flooding events have identified these areas. A portion of the residential neighborhood adjacent to the Wedo Park has been identified as a problematic area. Preliminary analysis from prior studies indicates that creating a stormwater retention basin in what is now Wedo Park will help to alleviate flooding in the adjacent neighborhood. A retention basin will also benefit property owners downstream (to the north) by reducing peak stormwater runoff from the area tributary to the retention basin.

Purpose: The purpose of the project is to construct a stormwater retention basin to reduce peak flow during rain events and reduce flooding.

Project Description: The project will construct a retention basin in the area that is now known as Wedo Park. Wedo Park is situated on a parcel of land (Cuyahoga County PPN 343-06-126) owned by the City of Brook Park. From visual observation of the site, the following items are currently situated on the parcel: asphalt parking lot with concrete curb, gazebo, baseball diamond including scoreboard and bleachers, misc. signage, recycling dumpsters; fencing, playground, basketball court, concrete walks, perimeter drive, cell phone tower, framed building surrounded by a fence, and several small trees. Areas outside the limits of asphalt parking and concrete walks and drive are grass.

To maximize the flooding reduction effectiveness and benefits of the project, the retention basin will be as large as possible and will therefore encompass most of the parcel. Additional flooding reduction benefit can be gained by out letting a portion of the Harrison Drive storm sewer system directly into the retention basin. This will entail the installation of a new relief storm sewer from the existing sewer in Harrison Drive to the retention basin. The associated tributary area will be removed from the Shelby Drive storm sewer system which is where it currently drains. The existing structures (homes and garages) along the northerly side of Harrison Drive are closely spaced and an adequate corridor to install the relief sewer does not currently exist. In all likelihood, a property along the north side of Harrison Drive will need to be acquired and the structures demolished to allow for the installation this sewer. This work could be competed at a later date.

The existing cell tower and small framed building adjacent to the cell tower will remain. A parking lot (albeit much smaller than the existing parking lot) will be provided on the parcel for community access. A walking path will be provided around the perimeter of the retention pond. Trees will be planted throughout the site to enhance the aesthetics of the site.

Scope of Services: The following is a list of anticipated scope items:

- 1) *Survey* – Topographic and boundary survey of entire parcel. Offsite survey will include obtaining the location and inverts of the existing storm sewers along Shelby Drive (sewer within the street and rear yards) and Harrison Drive. The retention basin will outlet to the existing ditch located at the northwest corner of the Wedo Park property. This ditch will also be surveyed.
- 2) *Base Mapping* – Survey data will be reduced to create a Civil 3D basemap. Existing topographic features will be shown and identified. A digital terrain model suitable to generate 1' contours will be created. Property lines will be accurately depicted for PPN 343-06-126 and the adjacent parcels. Research of County Records will be performed to obtain existing easement documents. Locations of exiting easements will be shown, and the Grantee identified on the drawings. Existing utilities will be plotted based on field observable features and record plan information.
- 3) *Geotechnical Exploration* – Soil borings will be obtained to determine the existing subsurface material. This information will be used to both facilitate the design of the retention basin and provide the contractor with the anticipated material through which the excavation will occur.
- 4) *Review of Existing Information* – Existing plans and prior studies will be obtained and reviewed.
- 5) *Hydrologic and Hydraulic Analysis and Calculations* – The existing drainage area to the retention basin will be verified based on the field survey. Time of concentrations and runoff curve numbers will also be verified. Flood routing for various storms will be routed through the retention basin based on the proposed grading plan prepared as part of the construction drawings. Hydraulic calculations will be performed to size all new storm sewers entering and exiting the retention basin.
- 6) *Construction Plans and Documents* – The following is a list of anticipated drawings and documents:

- a) Title Sheet (1 Sheet)
- b) General Notes (2 Sheets)
- c) Existing Conditions Plan (1 Sheet @ 1"= 30')
- d) Site Demolition Plan (1 Sheet @ 1"= 30')
- e) Overall Layout Plan (1 Sheet @ 1"= 40')
- f) Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')
- g) SWPPP Notes and Details (7 Sheets)
- h) Grading Plan (2 Sheets @ 1"= 20')
- i) Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')
- j) Utility Plan (1 Sheet @ 1"= 30')
- k) Retention Basin Details (Outlet Control Structure, etc.)
- l) Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1" = 5' V)
- m) Miscellaneous Details (4 Sheets)
- n) Estimated Quantities
- o) Bid Book and Specifications Manual
- p) Preliminary and final cost estimate
- 7) *Update NEORS D Hydraulic Model* – Update portion of NEORS D SWMM model to account for new retention basin. NOT IN SCOPE (update by NEORS D)
- 8) *Environmental Permits* – Prepare Ohio EPA Notice of Intent (NOI) Permit. Environmental studies and permitting beyond the NOI are not anticipate and not in scope.
- 9) *Project Management/Coordination for Design and Permitting* – Coordinate with local stakeholders including utilities, City of Brook Park, NEORS D, Ohio EPA, etc.
- 10) *Bidding Services* – Prepare bid documents and legal notice, respond to pre-bid questions, issue addendum, contract award recommendation letter. NOT IN SCOPE
- 11) *Construction Administration and Engineering During Construction* – This will include administering the construction contract on behalf of the city, construction observation services, and project closeout. NOT IN SCOPE
- 12) *As-Built Survey* - Perform topographic survey of the retention basin upon completion of the project. NOT IN SCOPE
- 13) *As-Built Analysis of the Retention Basin* – This includes flood routing analysis for the elevation versus storage volume for the as-built detention basin and as-built outlet structure geometry. NOT IN SCOPE

Euthenics Fee:

1.0 - Topographic, Boundary and Utility Survey	\$15,768.00
2.0 - AutoCAD Civil 3D Basemap	\$3,166.00
3.0 - Review of Existing Plans and Prior Studies	\$620.00
4.0 - Civil/Site Improvement Plans	\$58,540.00
5.0 - Hydrologic and Hydraulic Analysis	\$11,498.00
6.0 - Environmental Permits	\$1,392.00
7.0 - Project Management/Coordination	\$3,720.00
SUB-TOTAL	\$94,704.00

Sub-Consultant Fee:

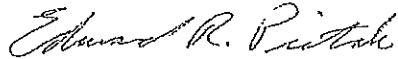
8.0 – Title Research (West Erie Realty Solutons, Ltd.)	\$1,560.00
9.0 – Soil Borings (Terracon)	\$9,350.00
SUB-TOTAL	\$10,910.00
GRAND TOTAL	\$105,614.00

Written authorization to proceed with any additional services will be obtained prior to commencing with any work that is not included in the Items as described herein. The fees shown in the Proposal will be held for work in progress through the end of July 2023.

If additional work or work of significantly increased complexity, clearly not contemplated in the original scope of services, is required, or if Euthenics, Inc. is required to abandon or perform or re-perform approved work, supplemental or modification agreements shall be negotiated providing for the cost and suitable profit for such work. If this Agreement is terminated during performance of the work, Euthenics, Inc. shall be paid for services rendered to the date of termination.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call if you have any questions or need additional information.

Very Truly Yours,
EUTHENICS, INC.



Edward R. Piatak, P.E.
Consulting City Engineer

Encls.

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Project: Wedo Retention Basin

Location: Brook Park, Ohio

From: Euthenics, Inc.

Civil Engineering and Surveying Proposal

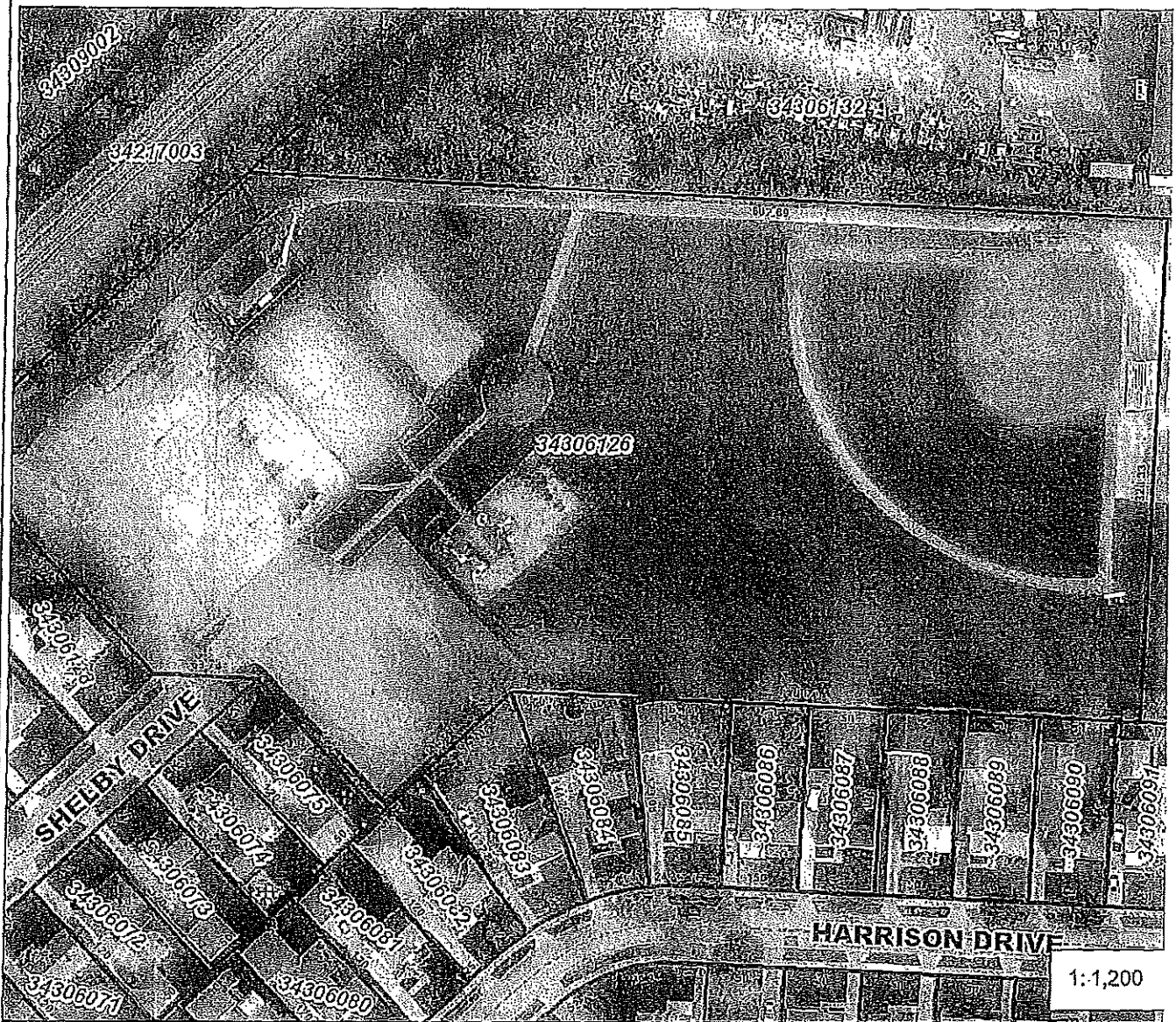
		Direct Exp.	Total Man Hours
Item			
1.00	Topographic, Boundary, and Utility Survey		
1.01	Research existing utility data / OUPS call and documentation		4
1.02	Set Project Control (2 Type B Monuments on State Plane, North Zone)		
1.03	Set Benchmarks and Secondary Control		8
1.04	Locate Existing Road R/W Monuments (Shelby Dr. & Harrison Dr.)		18
1.05	Field Locate Existing Utilities		8
1.06	Boundary Survey-Field Locate Property Pins		10
1.07	Survey Inverts of ex. storm sewers (Wedo Park, Shelby, Harrison)		18
1.08	Topographic Survey (Includes outlet ditch)		20
1.09	Supervision		4
1.10	Direct Project Expenses	\$80.00	
	Total = \$15,768.00	\$80.00	90
2.00	AutoCAD Civil 3D Basemap		
2.01	Review existing deeds & plats (from Title Report, by others)		4
2.02	Reduce Survey Data and Create 3D Basemap		4
2.03	Plot Ex. Underground Utilities on Basemap based on Record Plans		4
2.04	Plot Property Lines (Wedo Park) and adjacent Subdivision Sublots in Basemap		12
2.05	Supervision		2
2.06	Direct Project Expenses	\$0.00	
	Total = \$3,166.00	\$0.00	26
3.00	Review of Existing Plans and Prior Studies		
3.01	Review of Existing Plans and Prior Studies		4
	Total = \$620.00	\$0.00	4
4.00	Preliminary & Final Civil/Site Improvement Plans & Cost Estimate		
4.01	Title Sheet with Location Map		16
4.02	General Notes (Estimate 2 Sheets)		32
4.03	Existing Conditions Plan (1 Sheet @ 1"= 30')		24
4.04	Site Demolition Plan (1 Sheet @ 1"= 30')		24
4.05	Overall Layout Plan (1 Sheet @ 1"= 40')		24
4.06	Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')		24
4.07	SWPPP Notes and Details (7 Sheets)		42

Project: Wedo Retention Basin			
Location: Brook Park, Ohio			
From: Euthenics, Inc.			
Civil Engineering and Surveying Proposal			
		Direct Exp.	Total Man Hours
4.08	Grading Plan (2 Sheets @ 1"= 20')		60
4.09	Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')		32
4.10	Site Utilities Plan including Relocations		40
4.11	Retention Basin and Details		40
4.12	Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1"= 5' V)		40
4.13	Miscellaneous Details (Utilities, Pavement, etc...) (4 Sheets)		32
4.14	Estimated Quantities & Cost Estimates		20
4.15	Bid Book and Specifications Manual		60
4.16	Supervision		16
4.17	Direct Project Expenses - Printing, Mileage, etc.	\$200.00	
	Total = \$58,540.00	\$200.00	526
5.00	Hydrologic and Hydraulic Analysis and Calculations		
5.01	Verify Existing Drainage Area Tributary to Retention Basin based on results of Field Survey		8
5.02	Calculate Time of Concentration and Runoff Curve Numbers		8
5.03	Calculate Elevation versus Storage Capacity of Retention Basin		8
5.04	HydroCAD Analysis for Q1 through Q100 Storm Events		24
5.05	Hydraulic Calculations to Determine Outlet Control Structure Geometry		8
5.06	Hydraulic Calculations to Size New Storm Sewers Into/Out of Retention Basin		8
5.07	Retention Basin Design Report		28
5.08	Supervision		4
5.09	Direct Project Expenses - Printing, Mileage, etc.	\$50.00	
	Total = \$11,498.00	\$50.00	96
6.00	Environmental Permits		
6.01	Prepare and Submit Ohio EPA Notice of Intent (NOI) Permit		12
	Environmental Studies and permitting beyond the NOI are not anticipated and not in scope		
6.02	Direct Project Expenses - Printing, Mileage, etc.	\$0.00	
	Total = \$1,392.00	\$0.00	12

Project: Wedo Retention Basin			
Location: Brook Park, Ohio			
From: Euthenics, Inc.			
Civil Engineering and Surveying Proposal			
		Direct Exp.	Total Man Hours
7.00	Project Management/Coordination for Design and Permitting		
7.01	Project Management/Coordination for Design and Permitting		24
7.02	Direct Project Expenses	\$0.00	
	Total = \$3,720.00	\$0.00	24
8.00	Title Research (West Erie Realty Solutions)		
8.01	Title Report and Project Management	\$1,560.00	
	Total = \$1,560.00	\$1,560.00	
9.00	Geotechnical Report (Terracon)		
9.01	Soil Borings and Environmental Field Screening	\$9,350.00	
	Total = \$9,350.00	\$9,350.00	
SUMMARY			
Task	Description	Fee	
1.00	Topographic, Boundary, and Utility Survey	\$15,768.00	
2.00	AutoCAD Civil 3D Basemap	\$3,166.00	
3.00	Review of Existing Plans and Prior Studies	\$620.00	
4.00	Preliminary & Final Civil/Site Improvement Plans & Cost Estimate	\$58,540.00	
5.00	Hydrologic and Hydraulic Analysis and Calculations	\$11,498.00	
6.00	Environmental Permits	\$1,392.00	
7.00	Project Management/Coordination for Design and Permitting	\$3,720.00	
	Sub-Total (Euthenics) =	\$94,704.00	
8.00	Title Research (West Erie Realty Solutions)	\$1,560.00	
9.00	Geotechnical Report (Terracon)	\$9,350.00	
	Grand Total =	\$105,614.00	



Cuyahoga County GIS Viewer



200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet
is for reference only. Data layers that appear on this map n
accurate, current, or c
THIS MAP IS NOT TO BE USED FC

TITLE RESEARCH

PROPOSAL & AGREEMENT



City of Brookpark – Wedo Park – Title Research

April 7, 2022 - The following fee proposal is based on information provided to WE by Euthenics, Inc.

1. Project Management – 1 Parcel @ \$240.00 per Parcel..... \$240.00

The project management fee is inclusive of meeting attendance with the various project partners, clerical support, the preparation of status reports and travel as may be necessary to assure timely coordination and completion of tasks involved in the title research process.

2. Title Report – 1 Full 42-Year @ \$1,320.00 per APN..... \$1,320.00

The Title Report fees shown are exclusive of those charged for courthouse copies that may need to be purchased in support of individual title reports. These non-salary direct costs will be reimbursed by the (Client) to the consultant West Erie Realty Solutions, Ltd. (WE) at their actual cost as evidenced by receipts from the respective county office. Based on information provided to us by Euthenics, Inc., the APN to be searched is 343-06-126.

Total Cost Proposal \$1,560.00

Should the scope or parcel count change, WE reserves the right to adjust this agreement.

Respectfully submitted by:
West Erie Realty Solutions, Ltd.

A handwritten signature in cursive script, appearing to read "John Mandula".

John Mandula
Regional Director Northeast Ohio
Date: April 7, 2022

Proposal Accepted By:
Euthenics, Inc.

Alan R. Platek, PE
President
Date: _____

GEO TECHNICAL

June 21, 2022



Euthenics, Inc.
8235 Mohawk Drive
Strongsville, Ohio 44136

Attn: Mr. Edward R. Platak, P.E.
P: (440) 260-1555
E: erplatak@euthenics-inc.com

Re: Proposal for Geotechnical Engineering Services
Surface Water Basin -- Wedo Park
Shelby Drive
Brook Park, Cuyahoga County, Ohio
Terracon Proposal No. PN6225156

Dear Mr. Platak:

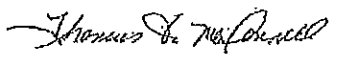
We appreciate the opportunity to submit this proposal to Euthenics, Inc. (Euthenics) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

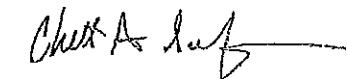
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$9,350. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.


Thomas F. McDonnell, P.E.
Principal / Office Manager


Chett A. Siefing, P.E.
Manager -- Geotechnical Services

Terracon Consultants, Inc. 12460 Plaza Drive Parma, Ohio 44130
P (216) 459-8378 F (216) 459-8954 terracon.com

Environmental

Facilities

Geotechnical


Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Euthenics, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Surface Water Basin - Wedo Park project ("Project"), as described in Consultant's Proposal dated 06/21/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$60,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.Client: Euthenics, Inc.By:  Date: 6/22/2022

By: _____ Date: _____

Name/Title: Thomas F. McDonnell, P.E. / Office ManagerName/Title: P. Edward R. Piatak / Consulting EngineerAddress: 12460 Plaza DrAddress: 8235 Mohawk DriveParma, OH 44130-1057Cleveland, OH 44136Phone: (216) 459-8378 Fax: _____Phone: (440) 260-1555 Fax: _____Email: Tom.McDonnell@terracon.comEmail: erpiatak@euthenics-inc.com

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Euthenics and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the north end of Shelby Drive in Brook Park, Cuyahoga County, Ohio. Approximately 5.4 acres Latitude: 41.4107 Longitude: -81.8109 (approximate) (See Exhibit D)
Existing Improvements	The east half of the site is currently being used as a baseball/softball field with bleachers located along the 3 rd base line. In the western half of the site, a gazebo is present along with numerous passenger vehicle parking areas, a basketball court, and telecommunications building/tower.
Current Ground Cover	Outside of the existing asphalt pavement parking areas and structure footprints, mostly grass covered or bare soil.
Existing Topography (from Preliminary Basin Layout Concept Plan)	Surface grades rise very gently from west to east across the site, with elevations varying between about 782 feet and 785 feet, MSL.
Site Access	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of clayey, glacial till deposits planed very flat by wave action from glacial lakes. The overburden soils are underlain by bedrock of the Berea Sandstone and Bedford Shale formations at elevations between about 765 feet and 770 feet, MSL.

Planned Construction

Item	Description
Information Provided	Preliminary Basin Layout Concept Plan prepared by Euthenics and received via email on March 31, 2022.
Project Description	A surface water retention basin with a maximum water depth of approximately 19 feet and a surrounding, combined bike/walk path.

Item	Description
Proposed Structure	The project includes two, reinforced concrete pipe transmission pipelines, one to fill the reservoir and one to empty the reservoir via a manhole.
Grading/Slopes	Bottom of basing elevation is expected to vary between about 766 feet and 770 feet, MSL. Up to 17 feet of cut and nominal (i.e., less than about 1 foot) of fill will be required to develop final grades. Final slope angles of as steep as 4.5H:1V (Horizontal: Vertical) are expected.
Below-Grade Structures	None anticipated.
Free-Standing Retaining Walls	None anticipated.
Pavements	A 12-foot wide, asphalt concrete multi-use path is planned around the perimeter of the project area.
Estimated Start of Construction	Fall, 2022

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Euthenics prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
6	20 or auger refusal	Planned basin area
1. Below ground surface.		

Boring Layout and Elevations: We will use handheld recreational GPS equipment to locate borings with an estimated horizontal accuracy of 20± feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Environmental Field Screening and Analytical Testing: The split-barrel soil samples obtained from the borings located within the proposed basin area will be screened in the field for petroleum hydrocarbons (PHCs) using a calibrated Photo Ionization Detector (PID) or other appropriate organic vapor meter (OVM). The soil samples will also be subjectively evaluated for odors and/or discoloration that may be an indicator of contamination. Individual suspect soil samples, if found, will be appropriately preserved. If desired, and at additional cost, these samples will be delivered to a certified laboratory and analyzed for total petroleum hydrocarbons (TPH), gasoline and diesel

range organics (GRO and DRO), Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) and methyl-tertiary-butyl-ether (MTBE).

If PID/OVM screening indicates potential contamination and groundwater is present, one groundwater sample will also be collected from the borings using a new disposable bailer. Groundwater "grab" samples will then be presented on-ice under chain-of-custody, and if authorized for additional cost, submitted to a state-certified laboratory and analyzed for the presence of BTEX, TPH (GRO/DRO) and MTBE utilizing approved EPA/state methods.

If no indications of soil contamination are evidenced in the borings, no soil or groundwater samples will be collected and preserved for environmental testing. To prevent potential cross-contamination between test boring locations, the augers, rods and sampling spoons will be decontaminated prior to the start of exploration activities and whenever moving from a test location where potential contamination was detected.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Ohio811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with the private utility clearance services are not included in our current Scope of Services, but have been included as a potential additional service in Exhibit C. The detection of underground utilities is

dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

Our laboratory testing program often includes classification of soil samples by a geologist or engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning -- Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization -- Findings of the site exploration
- Geotechnical Engineering -- Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Results of environmental screening, if above background levels
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Utility design and construction recommendations
- Recommended pavement options and design parameters for the multi-use path (no pavement design section will be provided)

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and provides necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$9,350

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Clearance Service ¹	\$900	
Plans and Specifications Review	\$800	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> ® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	3 working days
Site Characterization	20 working days
Geotechnical Engineering	30 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*® website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport*® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D -- SITE LOCATION AND NEARBY GEOTECHNICAL DATA
Surface Water Basin -- Wedo Park in Brook Park, Cuyahoga County, Ohio
June 21, 2022 in Terracon Proposal No. PN6225156

Terracon

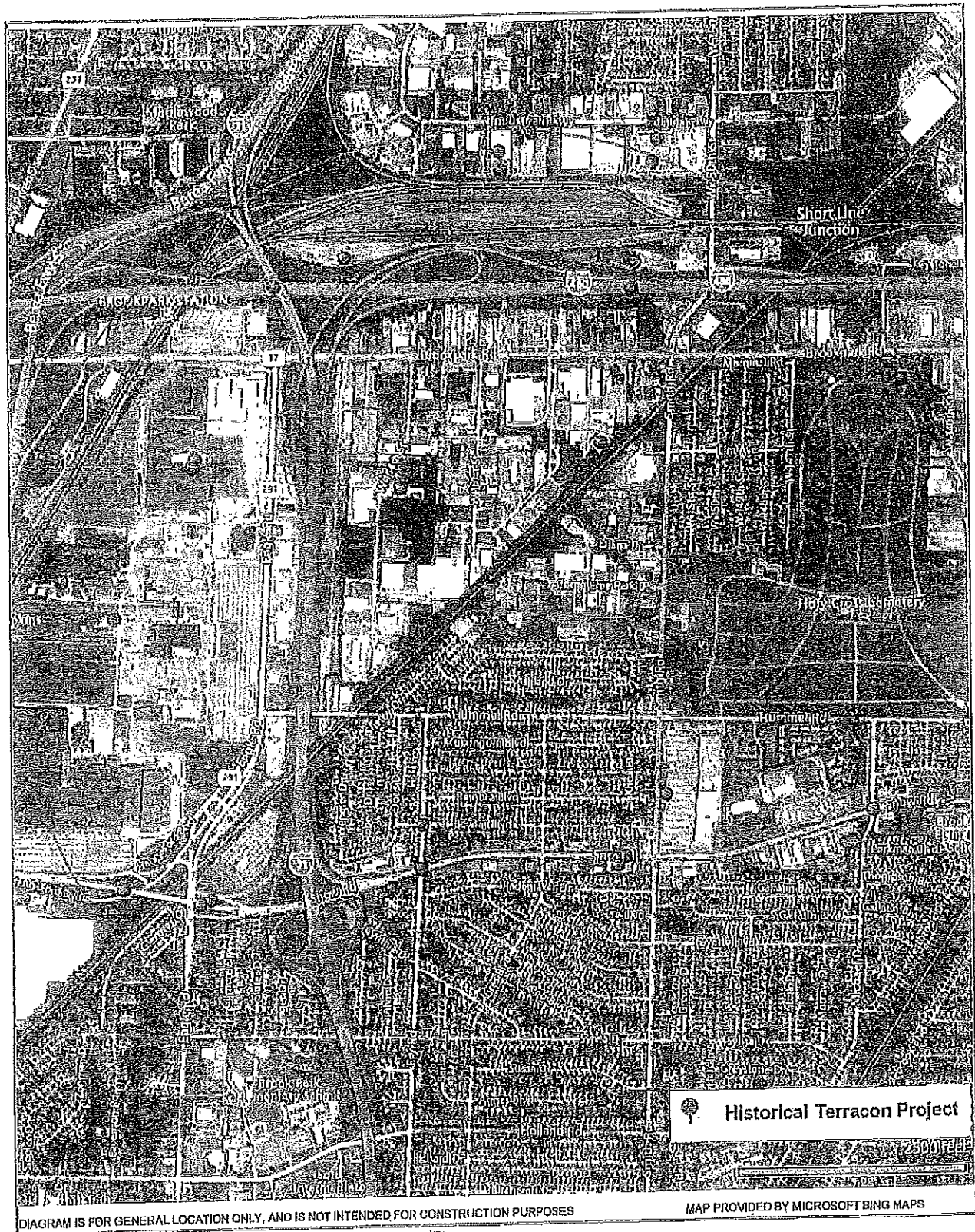


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

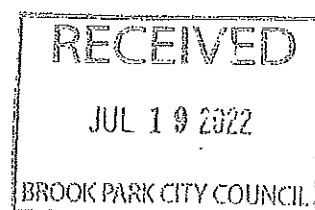
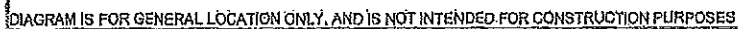
MAP PROVIDED BY MICROSOFT BING MAPS

RECEIVED

JUL 19 2022

BROOK PARK CITY COUNCIL

June 21, 2022 ■ Terracon Proposal No. PN6225156



7-19-22 Service
CA
1st R
2nd R
3rd R
M.C.

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS)
AND THE CITY OF BROOK PARK, FOR A WEDO PARK RETENTION BASIN, AND
DECLARING AN EMERGENCY

WHEREAS; THE City of Brook Park entered into a regional
Stormwater Management Program Service (SMP Service Agreement) as
evidenced by Ordinance No. 10032-2016, passed August 2, 2016 and

WHEREAS, as a component of implementing a regional stormwater
management program a "Community Cost-Share Account" has been
created; and

WHEREAS, the Community Cost-Share Account is to provide
funding to assist the City of Brook Park with the District approved
project; and

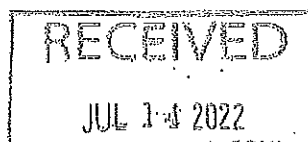
WHEREAS, the NEORS will reimburse funds up to \$105,614.00 to
the City for this Wedo Park Retention Basin.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of
Brook Park, State of Ohio, that:

SECTION 1: The Mayor is authorized and directed to execute on
behalf of the Municipality a Community Cost-Share project for a
Wedo Park Basin, by and between the Northeast Ohio Regional Sewer
District and the City of Brook Park, set forth in the Agreement
attached hereto as Exhibit "1."

SECTION 2: The money needed for the aforesaid transaction
shall be paid from fund 459.

SECTION 3: It is found and determined that all formal
actions of this Council concerning and relating to the adoption of
this Ordinance were adopted in an open meeting of this Council, and
that all deliberations of this Council and of any of its committees



that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into an Agreement for a Community Cost-Share for a Wedo Park Retention Basin with Northeast Ohio Regional Sewer District; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

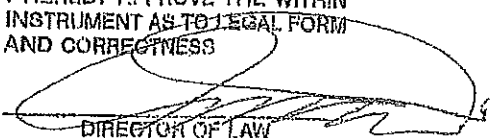
PRESIDENT OF COUNCIL

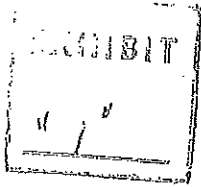
ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW



**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BROOK PARK**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Brook Park (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022 (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share **Wedo Park Retention Basin - Final Design** project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")

1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

2.1 The District agrees to perform as follows:

- 2.1.1 Allocate **\$105,614.00** to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2 Provide reimbursement of funds up to **\$105,614.00** to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4 Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	<i>Service Director</i>

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	<i>Mayor</i>

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator

equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 Remedies

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 Counterpart Signatures

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 Governing Law

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 Disclaimer of Joint Venture

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 Authority to Execute

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 Exhibits

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution;
Exhibit "B" – City Ordinance/Resolution;
Exhibit "C" – District-Approved Community Cost Share Application.

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF BROOK PARK

By: _____
Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF BROOK PARK

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT: WEDO
PARK RETENTION BASIN – FINAL DESIGN

Total Approximate Cost: \$105,614.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

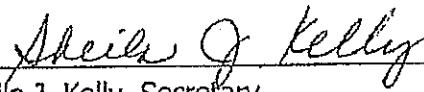
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

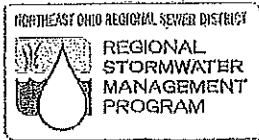


Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



*Community Cost-Share Program
Application*

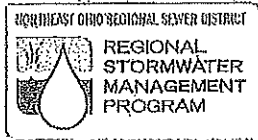
**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:	City of Brook Park
Primary Project Contact: (Name & Title)	Brian Beyer Service Director
Mailing Address:	19065 Holland Road Brook Park, Ohio 44142
Phone Number:	216-433-7192
Email:	bbeyer@cityofbrookpark.com

Project Information

Project Title:	Wedo Park Retention Basin - Final Design
Address or Location of Project:	Wedo Park
Project Start Date:	August 1, 2022 (est.)
Project End Date:	December 31, 2022
Community Cost-Share Fund Request:	\$105,614.00 (see attached)
Submission Date:	June 28, 2022



*Community Cost-Share Program
Application*

Project Narrative

1) Project Summary (1,000 word maximum)

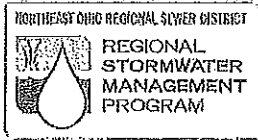
Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

Complete final design and produce construction documents for the proposed storm water retention basin located at Wedo Park (PPN 343-06-126). A map of the area is included at the end of this application.

Deliverables include hydraulic calculations, SWIM model updates, retention basin calculations, final basin layout plans and details, construction documents/specifications and construction cost estimates.

No permitting is required for the final design and construction documents phase of the proposed Project. Plans will be submitted to NEORS via SagesGov Portal.



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

No long term maintenance is required for final design and construction documents.



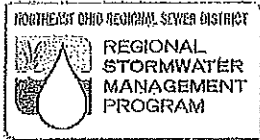
*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The final design and construction documents will be shared with the City Administration and City Council. Copies of the final design calculations and construction documents can be made available upon request. It is anticipated that an informal presentation of the final project/plans will be made at a Council Meeting Plans. Further public outreach can be provided, as requested by the City Administration.



*Community Cost-Share Program
Application*

4) **Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

Professional Services = \$105,614.00

Professional Services Man-Hour Estimate is Included at the end of this application.



*Community Cost-Share Program
Application*

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by Initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$105,614.00	Final Engineering Design and Const. Documents
Personnel (Member Community staff only)		
Subcontract		
Equipment		
Materials		
Other		
TOTAL	\$ 105,614.00	

June 22, 2022

Edwwad Orcutt, Mayor
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Re: City of Brook Park
Wedo Park Retention Basin
Final Design and Construction Documents
Project Description and Scope of Work

Dear Mayor Orcutt,

Included below is Euthenics, Inc.'s project description and scope of work for the necessary engineering design services for the above referenced project. This letter provides information in regards to the following:

- Project Background and Purpose
- Project Description
- Scope of Services
- Fee

Project Background: Several areas within the City of Brook Park experience flooding on regular basis. Prior studies and inventory of actual flooding events have identified these areas. A portion of the residential neighborhood adjacent to the Wedo Park has been identified as a problematic area. Preliminary analysis from prior studies indicates that creating a stormwater retention basin in what is now Wedo Park will help to alleviate flooding in the adjacent neighborhood. A retention basin will also benefit property owners downstream (to the north) by reducing peak stormwater runoff from the area tributary to the retention basin.

Purpose: The purpose of the project is to construct a stormwater retention basin to reduce peak flow during rain events and reduce flooding.

Project Description: The project will construct a retention basin in the area that is now known as Wedo Park. Wedo Park is situated on a parcel of land (Cuyahoga County PPN 343-06-126) owned by the City of Brook Park. From visual observation of the site, the following items are currently situated on the parcel: asphalt parking lot with concrete curb, gazebo, baseball diamond including scoreboard and bleachers, misc. signage, recycling dumpsters; fencing, playground, basketball court, concrete walks, perimeter drive, cell phone tower, framed building surrounded by a fence, and several small trees. Areas outside the limits of asphalt parking and concrete walks and drive are grass.

To maximize the flooding reduction effectiveness and benefits of the project, the retention basin will be as large as possible and will therefore encompass most of the parcel. Additional flooding reduction benefit can be gained by out letting a portion of the Harrison Drive storm sewer system directly into the retention basin. This will entail the installation of a new relief storm sewer from the existing sewer in Harrison Drive to the retention basin. The associated tributary area will be removed from the Shelby Drive storm sewer system which is where it currently drains. The existing structures (homes and garages) along the northerly side of Harrison Drive are closely spaced and an adequate corridor to install the relief sewer does not currently exist. In all likelihood, a property along the north side of Harrison Drive will need to be acquired and the structures demolished to allow for the installation this sewer. This work could be completed at a later date.

The existing cell tower and small framed building adjacent to the cell tower will remain. A parking lot (albeit much smaller than the existing parking lot) will be provided on the parcel for community access. A walking path will be provided around the perimeter of the retention pond. Trees will be planted throughout the site to enhance the aesthetics of the site.

Scope of Services: The following is a list of anticipated scope items:

- 1) *Survey* – Topographic and boundary survey of entire parcel. Offsite survey will include obtaining the location and inverts of the existing storm sewers along Shelby Drive (sewer within the street and rear yards) and Harrison Drive. The retention basin will outlet to the existing ditch located at the northwest corner of the Wedo Park property. This ditch will also be surveyed.
- 2) *Base Mapping* – Survey data will be reduced to create a Civil 3D basemap. Existing topographic features will be shown and identified. A digital terrain model suitable to generate 1' contours will be created. Property lines will be accurately depicted for PPN 343-06-126 and the adjacent parcels. Research of County Records will be performed to obtain existing easement documents. Locations of exiting easements will be shown, and the Grantee identified on the drawings. Existing utilities will be plotted based on field observable features and record plan information.
- 3) *Geotechnical Exploration* – Soil borings will be obtained to determine the existing subsurface material. This information will be used to both facilitate the design of the retention basin and provide the contractor with the anticipated material through which the excavation will occur.
- 4) *Review of Existing Information* – Existing plans and prior studies will be obtained and reviewed.
- 5) *Hydrologic and Hydraulic Analysis and Calculations* – The existing drainage area to the retention basin will be verified based on the field survey. Time of concentrations and runoff curve numbers will also be verified. Flood routing for various storms will be routed through the retention basin based on the proposed grading plan prepared as part of the construction drawings. Hydraulic calculations will be performed to size all new storm sewers entering and exiting the retention basin.
- 6) *Construction Plans and Documents* – The following is a list of anticipated drawings and documents:

- a) Title Sheet (1 Sheet)
- b) General Notes (2 Sheets)
- c) Existing Conditions Plan (1 Sheet @ 1"= 30')
- d) Site Demolition Plan (1 Sheet @ 1"= 30')
- e) Overall Layout Plan (1 Sheet @ 1"= 40')
- f) Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')
- g) SWPPP Notes and Details (7 Sheets)
- h) Grading Plan (2 Sheets @ 1"= 20')
- i) Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')
- j) Utility Plan (1 Sheet @ 1"= 30')
- k) Retention Basin Details (Outlet Control Structure, etc.)
- l) Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1" = 5' V)
- m) Miscellaneous Details (4 Sheets)
- n) Estimated Quantities
- o) Bid Book and Specifications Manual
- p) Preliminary and final cost estimate
- 7) *Update NEORSD Hydraulic Model* – Update portion of NEORSD SWMM model to account for new retention basin. NOT IN SCOPE (update by NEORSD)
- 8) *Environmental Permits* – Prepare Ohio EPA Notice of Intent (NOI) Permit. Environmental studies and permitting beyond the NOI are not anticipate and not in scope.
- 9) *Project Management/Coordination for Design and Permitting* – Coordinate with local stakeholders including utilities, City of Brook Park, NEORSD, Ohio EPA, etc.
- 10) *Bidding Services* – Prepare bid documents and legal notice, respond to pre-bid questions, issue addendum, contract award recommendation letter. NOT IN SCOPE
- 11) *Construction Administration and Engineering During Construction* – This will include administering the construction contract on behalf of the city, construction observation services, and project closeout. NOT IN SCOPE
- 12) *As-Built Survey* – Perform topographic survey of the retention basin upon completion of the project. NOT IN SCOPE
- 13) *As-Built Analysis of the Retention Basin* – This includes flood routing analysis for the elevation versus storage volume for the as-built detention basin and as-built outlet structure geometry. NOT IN SCOPE

Euthenics Fee:

1.0 - Topographic, Boundary and Utility Survey	\$15,768.00
2.0 - AutoCAD Civil 3D Basemap	\$3,166.00
3.0 - Review of Existing Plans and Prior Studies	\$620.00
4.0 - Civil/Site Improvement Plans	\$58,540.00
5.0 - Hydrologic and Hydraulic Analysis	\$11,498.00
6.0 - Environmental Permits	\$1,392.00
7.0 - Project Management/Coordination	\$3,720.00
SUB-TOTAL	\$94,704.00

Sub-Consultant Fee:

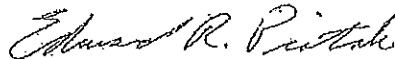
8.0 – Title Research (West Erie Realty Solutions, Ltd.)	\$1,560.00
9.0 – Soil Borings (Terracon)	\$9,350.00
SUB-TOTAL	\$10,910.00
GRAND TOTAL	\$105,614.00

Written authorization to proceed with any additional services will be obtained prior to commencing with any work that is not included in the Items as described herein. The fees shown in the Proposal will be held for work in progress through the end of July 2023.

If additional work or work of significantly increased complexity, clearly not contemplated in the original scope of services, is required, or if Euthenics, Inc. is required to abandon or perform or re-perform approved work, supplemental or modification agreements shall be negotiated providing for the cost and suitable profit for such work. If this Agreement is terminated during performance of the work, Euthenics, Inc. shall be paid for services rendered to the date of termination.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call if you have any questions or need additional information.

Very Truly Yours,
EUTHENICS, INC.



Edward R. Piatak, P.E.
Consulting City Engineer

Encls.

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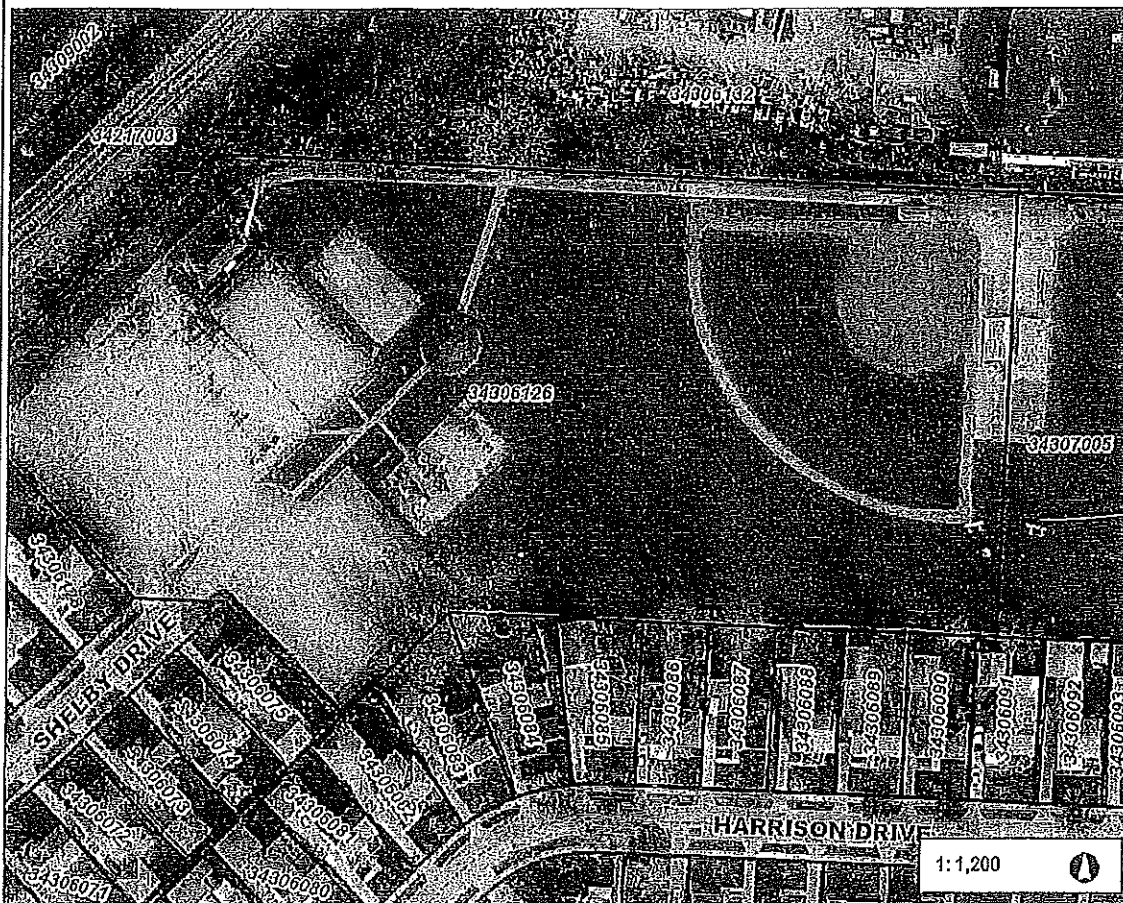
Cuyahoga County GIS Viewer



Date Created: 4/1/2022

Legend

- ☐ Municipalities
- ☐ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel



200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user-generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP